

**Amendment to the Agreement
Between
YMax Communications Corp.
and
BellSouth Telecommunications, Inc.
Dated December 7, 2005**

Pursuant to this Amendment, (the "Amendment"), YMax Communications Corp. (YMax), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 7, 2005 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and YMax entered into the Agreement on December 7, 2005, and;

WHEREAS, the Parties have agreed to incorporate the additional states of Georgia, Louisiana, North Carolina, South Carolina, and Tennessee into the Agreement.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete the WHEREAS statement in General Terms and Conditions and replace as follows:

WHEREAS, YMax is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee;

2. The Parties agree to delete Section 2.1 in General Terms and Conditions and replace as follows:

The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee;

3. The Parties agree to insert the following new section to Attachment 2 as Section 1.1.1 in the Agreement:

- 1.1.1 The state specific provisions set forth in Exhibits 1 through 3, attached hereto, shall apply to services provided in each respective state. To the extent that any provision set forth in Exhibits 1 through 3 conflicts with any other provision set forth in this Agreement, the provision contained in the Exhibit shall control in the applicable state.

4. The Parties agree to add Georgia, Louisiana, North Carolina, South Carolina, and Tennessee rates to Attachment 1, Resale; Attachment 2, Network Elements; Attachment 3, Local Interconnection; Attachment 4, Collocation; and Attachment 7, CMDS, attached hereto and by reference incorporated into this Amendment as Amendment Exhibit A.
5. The Parties agree to insert Amendment Exhibits B through D, attached hereto and by reference incorporated into this Amendment as new Attachment 2, Exhibits 1 through 3 in the Agreement.
6. The Parties agree to replace Attachment 4, Collocation with Amendment Exhibit E, attached hereto and by reference incorporated into this Amendment, in order to add the additional states of Georgia, Louisiana, North Carolina, South Carolina, & Tennessee to this Agreement.
7. All of the other provisions of the Agreement, dated December 7, 2005, shall remain in full force and effect.
8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.By: Name: Kristen E. ShoreTitle: DirectorDate: 10/10/06**YMax Communications Corp.**By: Name: PETER RUSSOTitle: Director of FinanceDate: 10/14/06

YMax Communications Corp. Interconnection Agreement Amendment to incorporate GA, SC, NC, LA & TN.

RESALE DISCOUNTS & RATES - Georgia													Attachment: 1 Exh D						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC		RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								20.30									
		Business %								17.30									
		CSAs %								17.30									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00					
ODUF/EODUF SERVICES																			
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message								0.000007									
		ODUF: Message Processing, per message								0.002165									
		ODUF: Message Processing, per Magnetic Tape provisioned								36.02									
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010888									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message								0.229077									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch									102.19	61.15	12.68	6.34					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																			
		Recording of DA Custom Branded Announcement									3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																			
		Loading of DA per OCN (1 OCN per Order)									420.00	420.00							
		Loading of DA per Switch per OCN									16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																			
		Recording of Custom Branded OA Announcement									7,000.00	7,000.00							
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN									500.00	500.00							
		Loading of OA Custom Branded Announcement per Switch per OCN									1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																			
		Loading of OA per OCN (Regional)									1,200.00	1,200.00							

RESALE DISCOUNTS & RATES - Louisiana													Attachment: 1 Exh D				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %					20.72										
		Business %					20.72										
		CSAs %					9.05										
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																	
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only								3.50	0.00	3.50	0.00				
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only								19.99	0.00	19.99	0.00				
ODUF/EODUF SERVICES																	
		OPTIONAL DAILY USAGE FILE (ODUF)															
		ODUF: Recording, per message					0.0000117										
		ODUF: Message Processing, per message					0.004641										
		ODUF: Message Processing, per Magnetic Tape provisioned					48.45										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010568										
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
		EODUF: Message Processing, per message					0.250015										
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement								3,000.00	3,000.00						
		Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00						
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)								420.00	420.00						
		Loading of DA per Switch per OCN								16.00	16.00						
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement								7,000.00	7,000.00						
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN								500.00	500.00						
		Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00						
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)								1,200.00	1,200.00						

RESALE DISCOUNTS & RATES - North Carolina													Attachment: 1 Exh D				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC		RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																	
		Residence %						21.50									
		Business %						17.60									
		CSAs %						17.60									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in																	
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMEc	3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMAN	19.99	0.00	19.99	0.00						
ODUF/EODUF SERVICES																	
OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message						0.0000174									
		ODUF: Message Processing, per message						0.001647									
		ODUF: Message Processing, per Magnetic Tape provisioned						35.91									
		ODUF: Data Transmission (CONNECT:DIRECT), per message						0.00011029									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
		EODUF: Message Processing, per message						0.131005									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						188.59									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																	
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
		Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																	
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								

RESALE DISCOUNTS & RATES - South Carolina													Attachment: 1 Exh D					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC		RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %							14.80									
		Business %							14.80									
		CSAs %							8.98									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
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		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN		19.99	0.00	19.99	0.00					
ODUF/EODUF SERVICES																		
OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message							0.0000216									
		ODUF: Message Processing, per message							0.004704									
		ODUF: Message Processing, per Magnetic Tape provisioned							48.87									
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.00010863									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message							0.258301									
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch								84.89	84.89	14.14	14.14					
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of DA Custom Branded Announcement								3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00							
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of DA per OCN (1 OCN per Order)								420.00	420.00							
		Loading of DA per Switch per OCN								16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of Custom Branded OA Announcement								7,000.00	7,000.00							
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN								500.00	500.00							
		Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of OA per OCN (Regional)								1,200.00	1,200.00							

RESALE DISCOUNTS & RATES - Tennessee														Attachment: 1 Exh D				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
														SOME C	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %							16.00									
		Business %							16.00									
		CSAs %							16.00									
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOME C		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only						SOMAN		19.99	0.00	19.99	0.00					
ODUF/EODUF SERVICES																		
OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message							0.0000044									
		ODUF: Message Processing, per message							0.002446									
		ODUF: Message Processing, per Magnetic Tape provisioned							35.54									
		ODUF: Data Transmission (CONNECT:DIRECT), per message							0.0000339									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message							0.229779									
DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of DA Custom Branded Announcement								3,000.00								
		Loading of DA Custom Branded Announcement per Switch per OCN								1,170.00								
DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of DA per OCN (1 OCN per Order)								420.00	420.00							
		Loading of DA per Switch per OCN								16.00	16.00							
OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE																		
		Recording of Custom Branded OA Announcement								7,000.00	7,000.00							
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN								500.00	500.00							
		Loading of OA Custom Branded Announcement per Switch per OCN								1,170.00	1,170.00							
OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE																		
		Loading of OA per OCN (Regional)								1,200.00	1,200.00							

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.71	0.00	6.13	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDC, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCUD1	SDASP	200.00									
ORDER MODIFICATION CHARGE																
		Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.08	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.43	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	35.09	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.08	39.98	9.98	5.61	1.72					
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.43	39.98	9.98	5.61	1.72					

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	35.09	39.98	9.98	5.61	1.72						
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		18.90	18.90	5.61	1.72						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		57.73									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		7.29	7.29								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.92	5.61	1.72						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		39.98	9.98	5.61	1.72						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		18.90	18.90								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40								
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		15.15	15.15								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		18.90	18.90								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		7.29	7.29								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.69	22.40								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		18.90	18.90								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.33	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.33	79.78	24.62	18.90	7.86						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		5.69	5.69								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		5.69	5.69								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		79.78	24.62								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.04	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.49	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	33.40	92.92	28.14	19.50	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES		5.69	5.69								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES		5.69	5.69								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.89	180.06	35.25	18.23	6.97						
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.27	180.06	35.25	18.23	6.97						
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	40.17	180.06	35.25	18.23	6.97						
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		120.98	33.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		44.69	29.29								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.48	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.48	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		44.69	31.55								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		44.69	31.55								
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	49.41	211.72	72.42	38.20	7.19						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	52.55	211.72	72.42	38.20	7.19						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	68.40	211.72	72.42	38.20	7.19						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		5.69	5.69								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URES		5.69	5.69								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		100.91	42.97								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.54	196.47	36.96	18.80	7.19						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	42.38	196.47	36.96	18.80	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		5.69	5.69								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		5.69	5.69								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		101.95	49.66								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		44.69	31.55								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		44.69	31.55								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		57.73									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		79.85	24.65								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		79.85	24.65								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		120.98	33.02								

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		EEL to UNE-L Retermination, per 4 Wire Unmbundled Digital Loop			UDL	UREEL		101.95	49.66								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.91	42.97								
UNE LOOP COMMINGLING																	
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.32	79.78	24.62	18.90	7.86						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.66	79.78	24.62	18.90	7.86						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.33	79.78	24.62	18.90	7.86						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.32	79.78	24.62	18.90	7.86						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.66	79.78	24.62	18.90	7.86						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.33	79.78	24.62	18.90	7.86						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.69	5.69								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		5.69	5.69								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.72	36.36								
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.04	92.92	28.14	19.50	8.12						
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.49	92.92	28.14	19.50	8.12						
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	33.40	92.92	28.14	19.50	8.12						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		5.69	5.69								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		5.69	5.69								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.72	36.36								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																	
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	49.41	211.72	72.42	38.20	7.19						
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	52.55	211.72	72.42	38.20	7.19						
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	68.40	211.72	72.42	38.20	7.19						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		5.69	5.69								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		5.69	5.69								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		100.91	42.97								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																	
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.54	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	42.38	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.54	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	42.38	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.54	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	42.38	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.54	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	42.38	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.54	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	42.38	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	25.81	196.47	36.96	18.80	7.19						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.54	196.47	36.96	18.80	7.19						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	42.38	196.47	36.96	18.80	7.19						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES L		5.69	5.69								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		5.69	5.69								
		CLEC to CLEC Conversion Charge without outside dispatc h			NTCUD	UREWO		101.95	49.66								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		57.73									
End-to-End Testing																	
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91									
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.51									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		174.92									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		51.56									
		Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRC	3.71	28.43	3.85	2.20	0.01						
		Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USBRD	7.90	31.04	4.79	2.27	0.01						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.45	28.43	3.85	2.20	0.01						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.18	28.43	3.85	2.20	0.01						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.46	28.43	3.85	2.20	0.01						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.91	31.04	4.79	2.27	0.01						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.98	31.04	4.79	2.27	0.01						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	20.32	31.04	4.79	2.27	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.71	28.43	3.85	2.20	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.90	31.04	4.79	2.27	0.01						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.88	28.43	3.85	2.20	0.01						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.32	28.43	3.85	2.20	0.01						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.26	28.43	3.85	2.20	0.01						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.55	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.12	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	10.26	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		18.90	18.90								
	Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		15.15	15.15								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		0.00	0.00								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.5325	25.10	12.27								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.82	20.67								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		55.97	43.82								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		15.18	15.18								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		19.83	19.83								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.823	0.823								
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.0197	34.43	22.35	10.38	7.34						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.0188	34.43	22.35	10.38	7.34						
END USER ORDERING - REMOTE SITE LINE SPLITTING																
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	57.13	23.12	7.11	7.11						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		54.10	21.46								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.52	28.46	3.85	2.20	0.01						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	10.18	28.46	3.85	2.20	0.01						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	19.51	28.46	3.85	2.20	0.01						
UNE Loop Rates for Line Splitting (In Ga. PSC ordered the line splitting loop USOCs match the lower port- loop combo rates UEPLX)																
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	10.98	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	10.98	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	16.30	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	16.30	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	34.73	10.04	7.35	1.37	1.28						
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	34.73	10.04	7.35	1.37	1.28						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0202	0.00	0.00								
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0192	0.00	0.00	0.00	0.00						
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	131.00	0.00	0.00	0.00	0.00						
	Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	32.00	0.00	0.00	0.00	0.00						
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	11.00	0.00	0.00	0.00	0.00						
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		72.34	0.00	68.76	0.00						
LINE SHARING																
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
	Line Sharing - per Line Activation (BST Owned splitter)			ULS	ULSDC	0.61	10.51	7.70	7.00	4.20						
	Line Sharing - per Line Activation (BST Owned splitter)			ULS	ULSDT	0.61	10.51	7.70	7.00	4.20						
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		36.23	13.23	16.94	1.69						
	Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSCS		36.23	13.23	16.94	1.69						
	Line Sharing - per Line Activation (DLEC owned Splitter)			ULS	ULSCC		29.88	16.28	12.08	7.34						
	Line Sharing - per Line Activation (DLEC owned Splitter)			ULS	ULSCT		29.88	16.28	12.08	7.34						
REMOTE SITE HIGH FREQUENCY SPECTRUM																
SPLITTERS-REMOTE SITE																
	Remote Site Line Share BellSouth Owned Splitter, 24 Port			ULS	ULSRB	31.64	90.65		64.74							
	Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter			ULS	ULSRT		43.54	17.28	6.82	3.82						
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation			ULS	ULSTG		75.02		47.17							
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0059										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0059										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0059										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	11.01	48.41	19.46	16.56	4.99						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0059										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0059										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1199										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	34.93	110.92	80.20	31.33	21.71						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.63										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	349.42	320.16	86.24	66.71	52.76						

UNBUNDLED NETWORK ELEMENTS - Georgia												Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.63										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	366.43	320.16	86.24	66.71	52.76						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.17										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,774.79	89.66	73.57	18.69						
	HIGH CAPACITY UNBUNDLED LOCAL LOOP															
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.40										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	11.40										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
	ENHANCED EXTENDED LINK (EELs)															
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.32	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.66	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.33	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.04	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.49	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	33.40	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.73	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.11	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	46.42	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.81	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.54	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	42.38	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.81	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.54	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	42.38	195.75	36.35	18.40	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	49.41	209.25	70.37	37.87	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	52.55	209.25	70.37	37.87	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	68.40	209.25	70.37	37.87	6.86						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	11.40										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	258.44	1,259.23	628.22	41.49	20.74						
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	11.40										
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	349.42	1,259.23	628.22	41.49	20.74						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0059										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	13.15	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.78	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	8.00	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	8.00	66.47	33.57	43.38	27.57						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1199										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.93	87.67	45.69	43.76	27.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.63										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	349.42	325.59	76.99	49.51	32.85						
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	2.63										
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	366.43	325.59	76.99	49.51	32.85						
	ADDITIONAL NETWORK ELEMENTS															
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Georgia										Attachment: 2 Exh A					
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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00							
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.62	23.78	2.03	0.79					
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.74	7.66	0.7591	0.00					
	DS1/DS0 Channel System			UNC1X	MQ1	71.23	86.01	0.00	0.00	0.00					
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	124.39	0.00	0.00	0.00	0.00					
	Voice Grade COCI in combination			UNCVX	1D1VG	0.479	27.30	2.90	16.85	1.04					
	Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.479	27.30	2.90	16.85	1.04					
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.479	27.30	2.90	16.85	1.04					
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.02	27.30	2.90	16.85	1.04					
	OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.02	27.30	2.90	16.85	1.04					
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.02	27.30	2.90	16.85	1.04					
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.70	27.30	2.90	16.85	1.04					
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.70	27.30	2.90	16.85	1.04					
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.70	27.30	2.90	16.85	1.04					
	DS1 COCI in combination			UNC1X	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	7.50	27.30	2.90	16.85	1.04					
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	7.50	27.30	2.90	16.85	1.04					
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST	UNCCC		5.69	5.69	6.60	6.60					
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.95	16.17							
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49							
	Access to DCS - Customer Reconfiguration (FlexServ)														
	Customer Reconfiguration Establishment						1.40		1.63						
	DS1 DCS Termination with DS0 Switching					20.08	24.87	18.91	15.02	11.94					
	DS1 DCS Termination with DS1 Switching					7.24	18.16	12.19	11.13	8.05					
	DS3 DCS Termination with DS1 Switching					128.34	24.87	18.91	15.02	11.94					
	Node (SynchroNet)														
	Node per month			UNCDX	UNCNT	13.98									
	Service Rearrangements														
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.91	42.97							
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68							

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		3.68	3.68								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit and interfaces)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.479	27.30	2.90	16.85	1.04						
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.02	27.30	2.90	16.85	1.04						
	Commingled ISDN COCI			XDD4X	UC1CA	1.70	27.30	2.90	16.85	1.04						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	13.15	66.47	33.57	43.38	27.57						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	10.78	66.47	33.57	43.38	27.57						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	8.00	66.47	33.57	43.38	27.57						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	8.00	66.47	33.57	43.38	27.57						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0059										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.32	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.66	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.33	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.04	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.49	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	33.40	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	25.81	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.54	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	42.38	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	25.81	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.54	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	42.38	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.73	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.11	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	46.42	195.75	36.35	18.40	6.86						
	Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	7.50	27.30	2.90	16.85	1.04						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	34.93	87.67	45.69	43.76	27.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1199										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	71.23	86.01	0.00	0.00	0.00						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	49.41	209.25	70.37	37.87	6.86						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	52.55	209.25	70.37	37.87	6.86						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	68.40	209.25	70.37	37.87	6.86						
	Commingled DS3 Local Loop			HFQC6	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.40										
	Commingled STS-1 Local Loop			HFRST	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	124.39	0.00	0.00	0.00	0.00						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	349.42	325.59	76.99	49.51	32.85						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	2.63										
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	366.43	325.59	76.99	49.51	32.85						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	2.63										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.17										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,774.79	89.66	73.57	18.69						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00						
LNP Query Service															
	LNP Charge Per query					0.0008034									
	LNP Service Establishment Manual						12.49		11.09						
	LNP Service Provisioning with Point Code Establishment						574.87	293.68	251.47	184.91					
911 PBX LOCATE															
	911 PBX LOCATE DATABASE CAPABILITY														
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,825.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.67								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		536.23								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	176.96									
	Service Order Charge			9PBDC	9PBSC		11.73								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Louisiana														Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																			
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOME C		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOMAN		15.20	0.00	15.20	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																			
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																			
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, UL12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCAD1	SDASP		200.00								
ORDER MODIFICATION CHARGE																			
		Order Modification Charge (OMC)									26.21	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																			
2-WIRE ANALOG VOICE GRADE LOOP																			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2		14.93	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2		25.35	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2		50.46	102.10	65.72						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1					1	UEA	UEAR2		14.93	102.10	65.72						

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
															OSS Rates(\$)			

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
														OSS Rates(\$)			

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment 2 Exh A:				
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.96							
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.96							
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63							
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63							
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63							
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92							
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		91.92	42.47							
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56								
	Rearrangements															
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30							
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.59	36.30							
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.49	44.09							
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.97	49.67							
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.93	42.98							
	UNE LOOP COMMINGLING															
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.93	102.10	65.72							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	25.35	102.10	65.72							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	50.46	102.10	65.72							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.93	102.10	65.72							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	25.35	102.10	65.72							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	50.46	102.10	65.72							
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES ^L		24.98	3.52							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.47	5.01							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.59	36.30							
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10							
	4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	30.81	127.40	91.02	0.00	0.00					
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.32	127.40	91.02	0.00	0.00					
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.39	127.40	91.02	0.00	0.00					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES ^L		24.98	3.52							
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.47	5.01							
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.59	36.30							
	4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	85.70	245.16	152.98							
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	194.96	245.16	152.98							
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	491.94	245.16	152.98							
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES ^L		24.98	3.52							

UNBUNDLED NETWORK ELEMENTS - Louisiana										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						OSS Rates(\$)					
						Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.47	5.01									
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		100.93	42.98									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	30.99	121.86	85.48									
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	36.78	121.86	85.48									
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	38.92	121.86	85.48									
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	30.99	121.86	85.48									
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	36.78	121.86	85.48									
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	38.92	121.86	85.48									
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	30.99	121.86	85.48									
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	36.78	121.86	85.48									
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	38.92	121.86	85.48									
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	30.99	121.86	85.48									
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	36.78	121.86	85.48									
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	38.92	121.86	85.48									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	30.99	121.86	85.48									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	36.78	121.86	85.48									
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	38.92	121.86	85.48									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	30.99	121.86	85.48									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	36.78	121.86	85.48									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	38.92	121.86	85.48									
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		24.98	3.52									
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.47	5.01									
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		101.97	49.67									
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCUD1	OCOSL		17.56										
	UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87									
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.88									
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04									
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.75	8.93									
	2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.40	35.27	15.60									
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.32	35.27	15.60									
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	16.87	35.27	15.60									
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88									
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00									
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28									
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92									
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04									

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.25	7.42							
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00							
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00							
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15							
SUB-LOOPS																
	Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09	144.09							
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99							
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16	86.16							
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13							
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.57	63.89	30.06							
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.75	63.89	30.06							
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.45	63.89	30.06							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	11.76	76.75	42.92							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.84	76.75	42.92							
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	19.27	76.75	42.92							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.91	51.48	17.65							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	6.58	57.54	23.71							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92							
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00							
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.26	63.89	30.06							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	10.07	63.89	30.06							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.70	63.89	30.06							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	8.03	76.75	42.92							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	10.71	76.75	42.92							
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	6.08	76.75	42.92							
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92							
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88							

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00							
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28							
		Unbundled Sub-Loop Modification														
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00							
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00							
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29							
		Unbundled Network Terminating Wire (UNTW)														
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3454	14.72	14.72							
		Network Interface Device (NID)														
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		42.26	27.83							
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		62.86	48.43							
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73							
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73							
UNE OTHER, PROVISIONING ONLY - NO RATE																
					UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00								
		Unbundled Contact Name, Provisioning Only - no rate			USL, NTCD1	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate														
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00								
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00								
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00								
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19							
LINE SPLITTING																
END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	17.97	10.29							
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	17.97	10.29							
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00					
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00					
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting- Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00					
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00					
PHYSICAL COLLOCATION																
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00					
VIRTUAL COLLOCATION																

UNBUNDLED NETWORK ELEMENTS - Louisiana										Svc Order Submitted Elec per LSR		Svc Order Submitted Manually per LSR		Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)								OSS Rates(\$)			
								Rec	Nonrecurring		Nonrecurring Disconnect						SOME	SOMAN	SOMAN
									First	Add'l	First	Add'l							
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting				UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00							
UNBUNDLED DEDICATED TRANSPORT																			
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - 2-Wire Voice Grade - per mile				U1TVX	1L5XX	0.013											
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination				U1TVX	U1TV2	22.60	39.36	26.62									
		Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile				U1TVX	1L5XX	0.013											
		Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination				U1TVX	U1TR2	22.60	39.36	26.62									
		Interoffice Channel - 4-Wire Voice Grade - per mile				U1TVX	1L5XX	0.013											
		Interoffice Channel - 4-Wire Voice Grade - Facility Termination				U1TVX	U1TV4	19.81	39.36	26.62									
		Interoffice Channel - 56 kbps - per mile				U1TDX	1L5XX	0.013											
		Interoffice Channel - 56 kbps - Facility Termination				U1TDX	U1TD5	15.61	39.36	26.62									
		Interoffice Channel - 64 kbps - per mile				U1TDX	1L5XX	0.013											
		Interoffice Channel - 64 kbps - Facility Termination				U1TDX	U1TD6	15.61	39.36	26.62									
		Interoffice Channel - DS1 - per mile				U1TD1	1L5XX	0.2652											
		Interoffice Channel - DS1 - Facility Termination				U1TD1	U1TF1	70.47	86.69	79.44									
		Interoffice Channel - DS3 - per mile				U1TD3	1L5XX	6.04											
		Interoffice Channel - DS3 - Facility Termination				U1TD3	U1TF3	850.45	270.69	158.05									
		Interoffice Channel - STS-1 - per mile				U1TS1	1L5XX	6.04											
		Interoffice Channel - STS-1 - Facility Termination				U1TS1	U1TFS	830.19	270.69	158.05									
UNBUNDLED DARK FIBER																			
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				UDF, UDFCX	1L5DF	25.28											
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof				UDF, UDFCX	UDF14		620.60	133.88									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
		DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																	
		DS3 Unbundled Local Loop - per mile				UE3	1L5ND	10.04											
		DS3 Unbundled Local Loop - Facility Termination				UE3	UE3PX	362.34	438.46	256.30									
		STS-1 Unbundled Local Loop - per mile				UDLSX	1L5ND	10.04											
		STS-1 Unbundled Local Loop - Facility Termination				UDLSX	UDLS1	374.56	438.46	256.30									
ENHANCED EXTENDED LINK (EELs)																			
		Network Elements Used in Combinations																	
		2-Wire VG Loop (SL2) in Combination - Zone 1		1		UNCVX	UEAL2	14.93	94.21	45.09									
		2-Wire VG Loop (SL2) in Combination - Zone 2		2		UNCVX	UEAL2	25.35	94.21	45.09									
		2-Wire VG Loop (SL2) in Combination - Zone 3		3		UNCVX	UEAL2	50.46	94.21	45.09									
		4-Wire Analog Voice Grade Loop in Combination - Zone 1		1		UNCVX	UEAL4	30.81	94.21	45.09									
		4-Wire Analog Voice Grade Loop in Combination - Zone 2		2		UNCVX	UEAL4	38.32	94.21	45.09									
		4-Wire Analog Voice Grade Loop in Combination - Zone 3		3		UNCVX	UEAL4	60.39	94.21	45.09									
		2-Wire ISDN Loop in Combination - Zone 1		1		UNCNXX	U1L2X	22.09	94.21	45.09									
		2-Wire ISDN Loop in Combination - Zone 2		2		UNCNXX	U1L2X	35.28	94.21	45.09									
		2-Wire ISDN Loop in Combination - Zone 3		3		UNCNXX	U1L2X	65.18	94.21	45.09									
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1		UNCDCX	UDL56	30.99	94.21	45.09									
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2		UNCDCX	UDL56	36.78	94.21	45.09									
		4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3		UNCDCX	UDL56	38.92	94.21	45.09									
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1		UNCDCX	UDL64	30.99	94.21	45.09									
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2		UNCDCX	UDL64	36.78	94.21	45.09									
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3		UNCDCX	UDL64	38.92	94.21	45.09									
		4-Wire DS1 Digital Loop in Combination - Zone 1		1		UNC1X	USLXX	85.70	169.22	100.89									
		4-Wire DS1 Digital Loop in Combination - Zone 2		2		UNC1X	USLXX	194.96	169.22	100.89									
		4-Wire DS1 Digital Loop in Combination - Zone 3		3		UNC1X	USLXX	491.94	169.22	100.89									
		DS3 Local Loop in combination - per mile				UNC3X	1L5ND	10.04											
		DS3 Local Loop in combination - Facility Termination				UNC3X	UE3PX	362.34	188.45	125.51									
		STS-1 Local Loop in combination - per mile				UNC3X	1L5ND	10.04											
		STS-1 Local Loop in combination - Facility Termination				UNC3X	UDLS1	374.56	188.45	125.51									
		Interoffice Channel in combination - 2-wire VG - per mile				UNCVX	1L5XX	0.013											

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment 2 Exh A:							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment 2 Exh A:				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49							
		UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00							
		UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.49	1.49							
	Access to DCS - Customer Reconfiguration (FlexServ)															
		Customer Reconfiguration Establishment						1.43								
		DS1 DCS Termination with DS0 Switching					19.58	24.81	19.09							
		DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22							
		DS3 DCS Termination with DS1 Switching					149.41	24.81	19.09							
	Node (SynchroNet)															
		Node per month			UNCDX	UNCNT	15.43									
	Service Rearrangements															
		NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.93	42.98							
		NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28							
		NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.85	18.85							
COMMINGLING																
		Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
		Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.6497	5.91	4.26							
		Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.38	5.91	4.26							
		Commingled ISDN COCI			XDD4X	UC1CA	2.96	6.39	4.58							
		Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.60	72.60	41.75							
		Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.81	72.60	41.75							
		Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.61	72.60	41.75							
		Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.61	72.60	41.75							
		Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.013									
		Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.93	94.21	45.09							
		Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	25.35	94.21	45.09							
		Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	50.46	94.21	45.09							
		Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	30.81	94.21	45.09							
		Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.32	94.21	45.09							
		Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.39	94.21	45.09							
		Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	30.99	94.21	45.09							
		Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	36.78	94.21	45.09							
		Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	38.92	94.21	45.09							
		Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	30.99	94.21	45.09							
		Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	36.78	94.21	45.09							
		Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	38.92	94.21	45.09							

UNBUNDLED NETWORK ELEMENTS - Louisiana										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2 Exh A:		Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)											
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.09	94.21	45.09									
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	35.28	94.21	45.09									
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	65.18	94.21	45.09									
	Commingle DS1 COCI			XDH1X, NTCOD1	UC1D1	11.78	5.91	4.26									
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	70.47	143.58	103.88									
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.2652											
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	105.09	59.97	12.96									
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	85.70	169.22	100.89									
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	194.96	169.22	100.89									
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	491.94	169.22	100.89									
	Commingle DS3 Local Loop			HFQC6	UE3PX	362.34	188.45	125.51									
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.04											
	Commingle STS-1 Local Loop			HFRST	UDLS1	374.56	188.45	125.51									
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	201.48	107.05	48.07									
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	850.45	296.68	121.16									
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1L5XX	6.04											
	Commingle STS-1 Interoffice Channel			HFRST	U1TFS	830.19	296.68	121.16									
	Commingle STS-1 Interoffice Channel Mileage			HFRST	1L5XX	6.04											
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	25.28											
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88									
SIGNALING (CCS7)																	
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Usage, Per TCAP Message					0.000064bk											
	CCS7 Signaling Usage, Per ISUP Message					0.000016bk											
LNP Query Service																	
	LNP Charge Per query					0.0008559											
	LNP Service Establishment Manual						12.16										
	LNP Service Provisioning with Point Code Establishment						576.33	294.43									
911 PBX LOCATE																	
	911 PBX LOCATE DATABASE CAPABILITY																
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00										
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99										
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07											
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22										
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	178.58											
	Service Order Charge			9PBDC	9PBSC		15.20										
911 PBX LOCATE TRANSPORT COMPONENT																	
	See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																	

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has an interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UCL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP	200.00									
ORDER MODIFICATION CHARGE																
		Order Modification Charge (OMC)						26.21	0.00	0.00	0.00					
		Order Modification Additional Dispatch Charge (OMCAD)						0.00	0.00	0.00	0.00					
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.82	36.54	16.87						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		16.21	36.54	16.87						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		24.08	36.54	16.87						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		10.82	36.54	16.87						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		16.21	36.54	16.87						
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		24.08	36.54	16.87						

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56								
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04							
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.74	8.92							
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92							
	2-WIRE Unbundled COPPER LOOP														
	2-Wire Unbundled Copper Loop - Non-Designed - Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60							
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.92	35.27	15.60							
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		33.17	0.00							
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28							
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		7.92	7.92							
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.04	13.04							
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.23	7.41							
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60							
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92							
	UNBUNDLED EXCHANGE ACCESS LOOP														
	2-WIRE ANALOG VOICE GRADE LOOP														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	11.96	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.36	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	25.23	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	11.96	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.36	102.10	65.72							
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	25.23	102.10	65.72							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES�		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESŲ		26.52	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.49	36.26							
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10							
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72							
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00							
	4-WIRE ANALOG VOICE GRADE LOOP														
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	19.52	127.40	91.02							
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.74	127.40	91.02							
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	46.11	127.40	91.02							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES�		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESŲ		26.52	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.49	36.26							
	2-WIRE ISDN DIGITAL GRADE LOOP														

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	76.96							
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	76.96							
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	76.96							
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.39	44.04							
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.14	117.08	68.36							
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.08	68.36							
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.08	68.36							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.14	92.83	56.02							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.59	92.83	56.02							
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.28	92.83	56.02							
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		78.06	32.38							
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.95	125.50	76.77							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77							
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43							
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43							
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		78.00	32.38							
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.01	153.26	104.54							
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54							
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	92.20							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	92.20							
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	92.20							
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		78.00	32.38							
4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	63.62	245.16	152.98							
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	104.40	245.16	152.98							
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	210.22	245.16	152.98							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.52	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		100.82	42.93							
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	43.08	121.86	85.48							

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	21.98	121.86	85.48							
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	27.58	121.86	85.48							
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	43.08	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	21.98	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	27.58	121.86	85.48							
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	43.08	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	21.98	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	27.58	121.86	85.48							
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	43.08	121.86	85.48							
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		25.03	3.53							
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.52	5.02							
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		101.86	49.62							
	2-WIRE Unbundled COPPER LOOP														
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46							
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46							
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12							
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38							
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		89.06	34.45							
	4-WIRE COPPER LOOP														
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96							
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96							
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96							
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63							
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63							
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63							
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		61.38	61.38							
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		89.06	34.45							
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56								
	Rearrangements														
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.49	36.26							
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.49	36.26							

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.39	44.04						
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.86	49.62						
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.82	42.93						
UNE LOOP COMMINGLING														
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING														
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	11.96	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.36	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	25.23	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	11.96	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.36	102.10	65.72						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	25.23	102.10	65.72						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.03	3.53						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02						
	CLEC to CLEC Conversion Charge without outside dispatch Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		87.49	36.26						
				NTCVG	URETL		11.20	1.10						
4-WIRE ANALOG VOICE GRADE LOOP -COMMINGLING														
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	19.52	127.40	91.02						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.74	127.40	91.02						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		25.03	3.53						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02						
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.49	36.26						
4-WIRE DS1 DIGITAL LOOP														
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.62	245.16	152.98						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		25.03	3.53						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.52	5.02						
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		100.82	42.93						
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP														
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	21.98	121.86	85.48						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48						
	4 Wire Unbundled Digital Loop 2.4 Kbps -Zone3		3	NTCUD	UDL2X	43.08	121.86	85.48						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.08	121.86	85.48						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.08	121.86	85.48						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.08	121.86	85.48						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.08	121.86	85.48						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48						

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.08	121.86	85.48						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES		25.03	3.53						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES		26.52	5.02						
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO		101.86	49.62						
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		17.56							
LOOP MODIFICATION															
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00						
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00						
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00						
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00						
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15						
SUB-LOOPS															
	Sub-Loop Distribution														
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09							
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99						
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16							
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.70	63.89	30.06						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.93	63.89	30.06						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.79	63.89	30.06						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	10.81	76.75	42.92						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	14.16	76.75	42.92						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	24.67	76.75	42.92						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92						
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.34	51.48	17.65						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92						
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.18	57.54	23.71						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92						
Service		Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00						
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28							
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.43	63.89	30.06						

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.04	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.79	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.34	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.62	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.04	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.51	14.72	14.72								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		86.37	56.69								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		127.93	98.21								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL	UNECN	0.00	0.00									
	Unbundled Contact Name, Provisioning Only - no rate			USL, NTCDD1	CCOSF		0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate															
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.79								
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.6409	17.97	10.29								
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.6325	17.87	10.29								
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.08	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.08	36.54	16.87	0.00	0.00						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.95	0.00	0.00						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.96	32.08	0.00	0.00						
	UNBUNDLED DEDICATED TRANSPORT															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.12	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	12.12	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	10.19	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.47	39.37	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.47	39.37	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.44										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	339.20	270.69	158.05								
	HIGH CAPACITY UNBUNDLED LOCAL LOOP															
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30								
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.95										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	257.82	438.46	256.30								
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.77										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
	ENHANCED EXTENDED LINK (EELs)															
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.08								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.08								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.08								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	35.37	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.08								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.08	385.26	72.08								

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.08						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.08						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.08						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.95								
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	229.90	3,073.55	1,245.84						
	STS-1 Local Loop in combination - per mile			UNC3X	1L5ND	12.95								
	STS-1 Local Loop in combination - Facility Termination			UNC3X	UDLS1	257.82	3,073.55	1,245.84						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0095								
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	12.12	131.81	78.34						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0095								
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.19	131.81	78.34						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0095								
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	7.47	131.81	78.34						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0095								
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	7.47	131.81	78.34						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1938								
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	31.06	234.02	162.52						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.44								
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	329.91	802.81	146.02						
	Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	4.44								
	Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	339.20	802.81	146.02						
ADDITIONAL NETWORK ELEMENTS														
Optional Features & Functions:														
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00							
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00							
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78				
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.66	0.7576	0.00				
	DS1/DS0 Channel System			UNC1X	MQ1	70.84	170.57							
	DS3/DS1Channel System			UNC3X	MQ3	84.32								
	Voice Grade COCI in combination			UNCVX	1D1VG	0.4329	54.14	17.51						
	Voice Grade COCI - for Local Loop			UEA	1D1VG	0.4329	54.14	17.51						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4329	54.14	17.51						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.9199	54.14	17.51						
	OCU-DP COCI (2.4-64kbs) - for Local Loop			UDL	1D1DD	0.9199	54.14	17.51						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.9199	54.14	17.51						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.53	54.14	17.51						
	2-wire ISDN COCI (BRITE) - for Local Loop			UDN	UC1CA	1.53	54.14	17.51						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.53	54.14	17.51						
	DS1 COCI in combination			UNC1X	UC1D1	8.43	54.14	17.51						
	DS1 COCI - for Local Loop			USL	UC1D1	8.43	54.14	17.51						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.43	54.14	17.51						
	DS1 COCI - for Interoffice Channel			U1TD1	UC1D1	8.43	54.14	17.51						
	DS1 COCI - for Local Channel			ULDD1	UC1D1	8.43	54.14	17.51						

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST	UNCCC		38.39	17.64								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		36.90	16.15								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.43	1.43								
	DS1 DCS Termination with DS0 Switching					21.64	24.81	19.09								
	DS1 DCS Termination with DS1 Switching					7.34	17.93	12.22								
	DS3 DCS Termination with DS1 Switching					136.07	24.81	19.09								
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	16.00										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.82	42.93								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.18	3.18								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		3.18	3.18								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00								
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.4329	54.14	17.51								
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	0.9199	54.14	17.51								
	Commingled ISDN COCI			XDD4X	UC1CA	1.53	54.14	17.51								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	131.81	78.34								
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	131.81	78.34								
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	131.81	78.34								
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	131.81	78.34								
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0095										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	11.96	385.26	72.08								
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.36	385.26	72.08								

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	25.23	385.26	72.08							
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	385.26	72.08							
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	385.26	72.08							
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	385.26	72.08							
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	21.98	385.26	72.08							
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	27.58	385.26	72.08							
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	43.08	385.26	72.08							
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	21.98	385.26	72.08							
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	27.58	385.26	72.08							
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	43.08	385.26	72.08							
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.78	385.26	72.08							
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	26.16	385.26	72.08							
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	35.37	385.26	72.08							
	Commingle DS1 COCI			XDH1X, NTCDD1	UC1D1	8.43	54.14	17.51							
	Commingle DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	31.06	234.02	162.52							
	Commingle DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.1938									
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	70.84	170.57								
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	63.62	412.03	139.55							
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	104.40	412.03	139.55							
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	210.22	412.03	139.55							
	Commingle DS3 Local Loop Facility Termination			HFQC6	UE3PX	229.90	3,073.55	1,245.84							
	Commingle DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.95									
	Commingle STS-1 Local Loop Facility Termination			HFRST	UDLS1	257.82	3,073.55	1,245.84							
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	84.32									
	Commingle DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	329.91	802.81	146.02							
	Commingle DS3 Interoffice Channel per mile			HFQC6	1L5XX	4.44									
	Commingle STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	339.20	802.81	146.02							
	Commingle STS-1Interoffice Channel per mile			HFRST	1L5XX	4.44									
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.77									
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.60	133.88							
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00					
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00					
LNP Query Service															
	LNP Charge Per query					0.0007579									
	LNP Service Establishment Manual						12.16								
	LNP Service Provisioning with Point Code Establishment						576.33	294.43							
911 PBX LOCATE															
911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,823.00								
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.45								
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07									
	Change Company (Service Provider) ID			9PBDC	9PBPC		535.57								
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	165.63									
	Service Order Charge			9PBDC	9PBSC		15.20								
911 PBX LOCATE TRANSPORT COMPONENT															
See Att 3															
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																		
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																		
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOME C		3.50	0.00	3.50	0.00				
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only							SOMAN		15.69	0.00	1.97	0.00				
UNE SERVICE DATE ADVANCEMENT CHARGE																		
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																		
		UNE Expedite Charge per Circuit or Line Assignable USOC, per Day						UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTCD1	SDASP		200.00							
ORDER MODIFICATION CHARGE																		
		Order Modification Charge (OMC)									26.21	0.00	0.00	0.00				
		Order Modification Additional Dispatch Charge (OMCAD)									150.00	0.00	0.00	0.00				
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE ANALOG VOICE GRADE LOOP																		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1				1	UEANL	UEAL2		14.94	37.92	17.62	23.56	5.32				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2				2	UEANL	UEAL2		21.39	37.92	17.62	23.56	5.32				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3				3	UEANL	UEAL2		26.72	37.92	17.62	23.56	5.32				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1				1	UEANL	UEASL		14.94	37.92	17.62	23.56	5.32				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2				2	UEANL	UEASL		21.39	37.92	17.62	23.56	5.32				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3				3	UEANL	UEASL		26.72	37.92	17.62	23.56	5.32				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.13	18.13								
		Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.81	8.96	23.56	5.32						
		Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.62	23.56	5.32						
		Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.17	8.17								
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
		Unbundled Copper Loop - Non-Design billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.30	7.45	22.66	4.42						
		Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.40	16.10	22.66	4.42						
		Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.17	8.17								
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES​L		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES​P		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44								
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.24	1.10								
		Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.98	68.43								
		Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																	
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES​L		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES​P		26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44								

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	29.93	126.66	89.12	59.35	14.61						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	33.99	126.66	89.12	59.35	14.61						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.34	49.85								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.13									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.90	36.44								

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.82	44.25								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.34	49.85								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.30	43.13								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.90	36.44								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		87.90	36.44								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES		26.37	4.99								
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO		101.30	43.13								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61					
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61					
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES	24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP	26.37	4.99								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO	102.34	49.85								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC1	OCOSL	18.13									
LOOP MODIFICATION																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L	32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L	32.46	32.46								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT	32.48	32.48								
SUB-LOOPS																
		Sub-Loop Distribution														
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA	241.42	241.42								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB	22.69	22.69								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC	177.84	177.84								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD	55.58	55.58								
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71					
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	8.17	8.17								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09					
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	8.17	8.17								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	8.17	8.17								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.38	24.47	49.82	9.09					
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC	8.17	8.17								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1	34.23	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA	19.90	19.90								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71					
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.82	6.13								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
UNE OTHER, PROVISIONING ONLY - NO RATE																
				UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCDD1, USL												
	Unbundled Contact Name, Provisioning Only - no rate				UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCDD1	CCOSF	0.00	0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCDD1	CCOEF	0.00	0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.04	24.04								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.49	25.49								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85						
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45						
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.0167										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	8.02										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	8.02										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
UNBUNDLED DARK FIBER																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	36.41										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.26										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.26										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNC DX	UDL64	34.74	126.66	89.12	59.35	14.61					
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.51	253.03	157.89	44.80	11.73					
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	136.00	253.03	157.89	44.80	11.73					
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	229.15	253.03	157.89	44.80	11.73					
		DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.26									
		DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77					
		STS-1 Local Loop in combination - per mile			UNC SX	1L5ND	12.26									
		STS-1 Local Loop in combination - Facility Termination			UNC SX	UDLS1	313.49	452.52	264.53	119.75	83.77					
		Interoffice Channel in combination - 2-wire VG - per mile			UNC VX	1L5XX	0.0167									
		Interoffice Channel in combination - 2-wire VG - Facility Termination			UNC VX	U1TV2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Channel in combination - 4-wire VG - per mile			UNC VX	1L5XX	0.0167									
		Interoffice Channel in combination - 4-wire VG - Facility Termination			UNC VX	U1TV4	21.29	40.63	27.47	16.77	6.91					
		Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNC DX	1L5XX	0.0167									
		Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNC DX	U1TD5	16.76	40.63	27.47	16.77	6.91					
		Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNC DX	1L5XX	0.0167									
		Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNC DX	U1TD6	16.76	40.63	27.47	16.77	6.91					
		Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.0167									
		Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.14	89.47	81.99	16.39	14.48					
		Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	8.02									
		Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	880.65	279.37	163.12	60.33	58.59					
		Interoffice Channel in combination - STS-1 - per mile			UNC SX	1L5XX	8.02									
		Interoffice Channel in combination - STS-1 Facility Termination			UNC SX	U1TFS	880.55	279.37	163.12	60.33	58.59					
ADDITIONAL NETWORK ELEMENTS																
Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1, UNC1X	CCOEF		0.00								
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1, UNC1X	CCOSF		0.00								
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78					
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00					
		DS1/DS0 Channel System			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81					
		DS3/DS1Channel System			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90					
		Voice Grade COCI in combination			UNC VX	1D1VG	0.56	6.59	4.73							
		Voice Grade COCI - for Local Loop			UEA	1D1VG	0.56	6.59	4.73							
		Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73							
		OCU-DP COCI (2.4-64kbs) in combination			UNC DX	1D1DD	1.19	6.59	4.73							
		OCU-DP COCI (2.4-64kbs) - for Local Loop			UDL	1D1DD	1.19	6.59	4.73							
		OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73							
		2-wire ISDN COCI (BRITE) in combination			UNC NX	UC1CA	2.56	6.59	4.73							
		2-wire ISDN COCI (BRITE) - for Local Loop			UDN	UC1CA	2.56	6.59	4.73							
		2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73							
		DS1 COCI in combination			UNC1X	UC1D1	8.64	6.59	4.73							
		DS1 COCI - for Local Loop			USL	UC1D1	8.64	6.59	4.73							
		DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.64	6.59	4.73							
		DS1 COCI - for Interoffice Channel			U1TD1	UC1D1	8.64	6.59	4.73							
		DS1 COCI - for Local Channel			ULDD1	UC1D1	8.64	6.59	4.73							

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST	UNCCC		5.61	5.61								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES		40.27	13.52								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		23.80	12.11								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.48		1.85							
	DS1 DCS Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41						
	DS1 DCS Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98						
	DS3 DCS Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	14.55										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.30	43.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.66	3.66								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90								
	UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		3.66	3.66								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.56	6.59	4.73								
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	1.19	6.59	4.73								
	Commingled ISDN COCI			XDD4X	UC1CA	2.56	6.59	4.73								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0167										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	16.68	105.98	68.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	23.13	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingle 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	28.46	105.98	68.43	53.05	10.61						
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.59	132.38	94.83	59.35	14.61						
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Commingle DS1 COCI			XDH1X, NTCDD1	UC1D1	8.64	6.59	4.73								
	Commingle DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Commingle DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.0167										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	Commingle DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Commingle DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.26										
	Commingle STS-1 Local Loop Facility Termination			HFRST	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.33	31.90						
	Commingle DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Commingle DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
	Commingle STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	880.55	279.37	163.12	60.33	58.59						
	Commingle STS-1Interoffice Channel per mile			HFRST	1L5XX	8.02										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
	PBX Locate Service Support per CLEC (Monthlt)			9PBDC	9PBMR	181.29										
	Service Order Charge			9PBDC	9PBSC		15.69									
911 PBX LOCATE TRANSPORT COMPONENT																
See Att 3																
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2 Exh A:			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																	
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge,																	
NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**																	
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00							
UNE SERVICE DATE ADVANCEMENT CHARGE																	
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																	
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00										
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00							
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		14.74	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		22.08	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		36.87	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		14.74	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2		22.08	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2 Exh A:				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.23	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		24.82	4.70								
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	89.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.62	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)		SOMAN	SOMAN
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.38	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	76.98	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	128.54	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URES L		23.42	3.30								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.68	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	41.47	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	69.24	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	27.68	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	41.47	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	69.24	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.68	207.01	141.38	90.70	44.18						
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	41.47	207.01	141.38	90.70	44.18						
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	69.24	207.01	141.38	90.70	44.18						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	69.24	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URES L		23.42	3.30					20.35	10.54	13.32	13.32
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE COPPER LOOP																	
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
														SOMAN	SOMAN	SOMAN	
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		34.29									
		Rearrangements															
		EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41								
		EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22								
		EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82								
		EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11								
		UNE LOOP COMMINGLING															
		2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		23.42	3.30								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		75.06	36.41								
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.23	1.10								
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16						
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16						
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URES		23.42	3.30								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URES		24.82	4.70								
		CLEC to CLEC Conversion Charge without outside dispatch			NTCVG	UREWO		75.06	36.41								
		4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	51.38	313.08	219.72	96.86	40.45						
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	76.98	313.08	219.72	96.86	40.45						
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	128.54	313.08	219.72	96.86	40.45						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URES	0.00	23.42	3.30	0.00	0.00						
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URES	0.00	24.82	4.70	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	CLEC to CLEC Conversion Charge without outside dispatch			NTCD1	UREWO	0.00	130.47	40.11	0.00	0.00						
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES L	0.00	23.42	3.30	0.00	0.00						
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URES P	0.00	24.82	4.70	0.00	0.00						
	CLEC to CLEC Conversion Charge without outside dispatch			NTCUD	UREWO	0.00	102.28	49.82	0.00	0.00						
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTC D1	OCOS L		34.29									
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOS L		34.29									
	Unbundled Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95					20.35	10.54	13.32	13.32
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop - Non-Design, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44					20.35	10.54	13.32	13.32
LOOP MODIFICATION																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)		SOMAN	SOMAN
	Service Order charges will only apply once per Loop																
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44								
Unbundled Sub-Loop Modification																	
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82								

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)		SOMAN	SOMAN
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82								
		Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74								
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF	0.00	0.00									
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																	
		END USER ORDERING-CENTRAL OFFICE BASED															
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone																	
		Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0054										
		Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2 Exh A:					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
														OSS Rates(\$)			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2 Exh A:				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
														SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0174										
		Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.98	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3562										
		Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34										
		Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848.99	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
		Interoffice Channel in combination - STS-1 - per mile			UNC3X	1L5XX	2.34										
		Interoffice Channel in combination - STS-1 Facility Termination			UNC3X	U1TFS	849.30	482.01	153.81	64.43	35.43			36.84	36.84	19.01	19.01
ADDITIONAL NETWORK ELEMENTS																	
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
		Clear Channel Capability Super FrameOption - per DS1	i		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637							
		DS1/DS0 Channel System			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		DS3/DS1Channel System			UNC3X, UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	9.80	11.49	1.18
		Voice Grade COCI in combination			UNCVX	1D1VG	0.91	5.70	4.42								
		Voice Grade COCI - for Stand Alone Local Loop			UEA	1D1VG	0.91	5.70	4.42								
		Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.91	5.70	4.42								
		OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.82	5.70	4.42					20.35	9.80	11.49	1.18
		OCU-DP COCI (2.4-64kbs) - for Stand Alone Local Loop			UDL	1D1DD	1.82	5.70	4.42								
		OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.82	5.70	4.42								
		2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42								
		2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	17.58	5.70	4.42								
		DS1 COCI in combination			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
		DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42								
		DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42								
		DS1 COCI - for Stand Alone Local Loop			USL	UC1D1	17.58	5.70	4.42								
		DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	17.58	5.70	4.42								
		Wholesale to UNE, Switch-As-Is Conversion Charge			UNCVX, U1TVX, UNCDX, U1TDX, UNC1X, U1TD1,UNC3X, U1TD3, UNC3X, U1TS1, UDF,UDFCX	UNCCC		52.73	24.62								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES L		34.53	15.11								
		Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	i		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES P		1.40	1.40								
		UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								
		UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.40	1.40								
		UNE Reconfiguration Change Charge per Circuit	I		UNC1X	URERC		35.00	35.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment 2 Exh A:						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			SOMAN	SOMAN
	UNE Reconfiguration Change Charge per Circuit Project Managed	I		UNC1X	URERP		1.40	1.40									
	Access to DCS - Customer Reconfiguration (FlexServ)																
	Customer Reconfiguration Establishment						2.78		3.32								
	DS1 DCS Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08							
	DS1 DCS Termination with DS1 Switching					13.45	27.79	20.90	21.99	16.12							
	DS3 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08							
	Node (SynchroNet)																
	Node per month			UNCDX	UNCNT	17.11											
	Service Rearrangements																
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130.47	40.11									
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		1.28	1.28									
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X	OCOSR		18.93	18.93									
COMMINGLING																	
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)																
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	1.82	5.70	4.42									
	Commingled Digital COCI			XDV6X, NTCUD	1D1DD	0.91	5.70	4.42									
	Commingled ISDN COCI			XDD4X	UC1CA	17.58	5.70	4.42									
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	18.58	79.83	44.08	69.32	31.00							
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	24.09	79.83	44.08	69.32	31.00							
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	17.98	79.83	44.08	69.32	31.00							
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	17.98	79.83	44.08	69.32	31.00							
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0174											
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.74	108.76	35.47	72.94	10.86							
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.08	108.76	35.47	72.94	10.86							
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.87	108.76	35.47	72.94	10.86							
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.98	108.76	35.47	72.94	10.86							
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	32.93	108.76	35.47	72.94	10.86							
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	54.99	108.76	35.47	72.94	10.86							
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.68	108.76	35.47	72.94	10.86							
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	41.47	108.76	35.47	72.94	10.86							
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	69.24	108.76	35.47	72.94	10.86							
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.68	108.76	35.47	72.94	10.86							
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	41.47	108.76	35.47	72.94	10.86							
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	69.24	108.76	35.47	72.94	10.86							
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.77	108.76	35.47	72.94	10.86							
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.63	108.76	35.47	72.94	10.86							
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	49.47	108.76	35.47	72.94	10.86							
	Commingled DS1 COCI			XDH1X, NTCDD1	UC1D1	17.58	5.70	4.42									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2 Exh A:								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		</																		

UNBUNDLED NETWORK ELEMENTS - Georgia										Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)			
												SOME C	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP															
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45								
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45								
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65								
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	11.95								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80								
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80								
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93								
4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	56.82								
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	60.43								
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	78.66								
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	13.11								
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	297.21								
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	13.11								
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	401.83								
UNBUNDLED DEDICATED TRANSPORT															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1379								
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	40.17								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.02								
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	401.83								
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.02								
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	421.39								
ENHANCED EXTENDED LINK (EELs)															
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Georgia											Attachment: 2 Exh. B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	56.82									
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	60.43									
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	78.66									
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1379									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	40.17									
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.11									
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	297.21									
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.02									
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	401.83									
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.11									
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	401.83									
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3.02									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	421.39									

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.68										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74										
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	81.04										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72										
UNBUNDLED DARK FIBER																	
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	29.07										
ENHANCED EXTENDED LINK (EELs)																	

UNBUNDLED NETWORK ELEMENTS - Louisiana											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
	4-Wire DS1 Digital Loop in Combination - Zone 1					1	UNC1X	USLXX	98.56								
	4-Wire DS1 Digital Loop in Combination - Zone 2					2	UNC1X	USLXX	224.20								
	4-Wire DS1 Digital Loop in Combination - Zone 3					3	UNC1X	USLXX	565.73								
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month						UNC1X	1L5XX	0.30								
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month						UNC1X	U1TF1	81.04								
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																	
	DS3 Local Loop in combination - per mile per month						UNC3X	1L5ND	11.55								
	DS3 Local Loop in combination - Facility Termination per month						UNC3X	UE3PX	416.69								
	Interoffice Transport - Dedicated - DS3 - Per Mile per month						UNC3X	1L5XX	6.95								
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month						UNC3X	U1TF3	978.02								
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																	
	STS-1 Local Loop in combination - per mile per month						UNCSX	1L5ND	11.55								
	STS-1 Local Loop in combination - Facility Termination per month						UNCSX	UDLS1	430.74								
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month						UNCSX	1L5XX	6.95								
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month						UNCSX	U1TFS	954.72								

UNBUNDLED NETWORK ELEMENTS - North Carolina										Attachment: 2 Exh. B							
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates (\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.14										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.52										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.96										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.14										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.52										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.96										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.66										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.03										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.51										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.66										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.03										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.51										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.16										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	120.06										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	241.75										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.89										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	264.38										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.89										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	296.49										
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2229										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	35.87										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.11										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	379.40										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.11										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	390.08										
UNBUNDLED DARK FIBER																	
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.49										
ENHANCED EXTENDED LINK (EELs)																	

UNBUNDLED NETWORK ELEMENTS - North Carolina											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56										
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56										
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.42										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48										
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48										
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37										
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44										
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40										
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	88.71										
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
UNBUNDLED DARK FIBER																	
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	41.87										
ENHANCED EXTENDED LINK (EELs)																	

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2 Exh. B							
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																		
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																		
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																		
	4-Wire DS1 Digital Loop in Combination - Zone 1				1	UNC1X	USLXX	104.50										
	4-Wire DS1 Digital Loop in Combination - Zone 2				2	UNC1X	USLXX	178.74										
	4-Wire DS1 Digital Loop in Combination - Zone 3				3	UNC1X	USLXX	301.17										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month					UNC1X	1L5XX	0.31										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month					UNC1X	U1TF1	88.71										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																		
	DS3 Local Loop in combination - per mile per month					UNC3X	1L5ND	14.10										
	DS3 Local Loop in combination - Facility Termination per month					UNC3X	UE3PX	352.31										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month					UNC3X	1L5XX	9.22										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month					UNC3X	U1TF3	1012.75										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																		
	STS-1 Local Loop in combination - per mile per month					UNCSX	1L5ND	14.10										
	STS-1 Local Loop in combination - Facility Termination per month					UNCSX	UDLS1	360.51										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month					UNCSX	1L5XX	9.22										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month					UNCSX	U1TFS	1012.63										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)						
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
UNBUNDLED EXCHANGE ACCESS LOOP																		
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09											
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61											
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61											
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74											
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																		
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	14.26											
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37											
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37											
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68											
4-WIRE DS1 DIGITAL LOOP																		
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09											
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53											
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																		
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57											
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38											
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57											
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75											
UNBUNDLED DEDICATED TRANSPORT																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963											
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	89.54											
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34											
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69											
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70											
UNBUNDLED DARK FIBER - Stand Alone or in Combination																		
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	33.05											
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONENTS																		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2 Exh. B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

LOCAL INTERCONNECTION - Georgia											Attachment: 3 Exh: A							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
									0.0004086bk									
									0.0004086									
									0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
									21.53	8.11								
									21.53	8.11								
									0.00									
									0.00									
									0.00									
									0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
									0.0000027bk									
									0.0001914bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
									0.0057									
									12.87	48.455	19.48	16.575	4.995					
									0.0057									
									7.83	48.455	19.48	16.575	4.995					
									0.0057									
									7.83	48.455	19.48	16.575	4.995					
									0.1154									
									34.19	111.025	80.28	31.355	21.73					
									2.53									
									342.02	320.47	86.32	66.77	52.81					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
									7.74	121.065	53.295	46.395	13.365					
									8.72	125.62	54.43	46.395	13.365					
									18.47	149.46	111.195	40.355	26.115					
									147.01	445.01	145.18	112.905	75.88					
LOCAL INTERCONNECTION MID-SPAN MEET																		
									0.00	0.00								
									0.00	0.00								
MULTIPLEXERS																		
									69.75	105.675	41.585	23.75	4.19					
									121.90	224.475	71.83	40.005	31.065					
									7.35	15.805	11.385	6.605	6.605					
SIGNALING (CCS7)																		
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
									8.73	34.77	34.77	16.91	16.91					
									8.73	34.77	34.77	16.91	16.91					

LOCAL INTERCONNECTION - Georgia													Attachment: 3 Exh: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	133.99										
		CCS7 Signaling Usage, Per Call Setup Message					0.0000354bk										
		CCS7 Signaling Usage, Per TCAP Message					0.000087bk										
		CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.00bk										
		CCS7 Signaling Usage Surrogate, per link			UDB	STU56	340.67bk										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00	33.32	33.32						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.73	34.77	34.77	16.91	16.91						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.73	34.77	34.77	16.91	16.91						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Louisiana											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
								0.0005507bk								
								0.0005507								
								0.0025								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																

LOCAL INTERCONNECTION - Louisiana											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50								
	CCS7 Signaling Usage, Per ISUP Message					0.000016bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.1bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.77	34.50	34.50								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - North Carolina											Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																

LOCAL INTERCONNECTION - North Carolina												Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50									
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50									
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	108.19											
	CCS7 Signaling Usage, Per ISUP Message					0.0000094bk											
	CCS7 Signaling Usage, Per TCAP Message					0.0000374bk											
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	644.04bk											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		55.77	55.77									
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.13	34.50	34.50									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.13	34.50	34.50									
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - South Carolina											Attachment: 3 Exh: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

LOCAL INTERCONNECTION - South Carolina											Attachment: 3 Exh: A						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	16.93	35.61	35.61	16.48	16.48							
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	16.93	35.61	35.61	16.48	16.48							
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49											
	CCS7 Signaling Usage, Per TCAP Message					0.0000692bk											
	CCS7 Signaling Usage, Per ISUP Message					0.0000173bk											
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37bk											
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65							
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65							
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.93	35.61	35.61	16.48	16.48							
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	35.61	35.61	16.48	16.48							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Tennessee											Attachment: 3 Exh: A							
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
	Tandem Switching Function Per MOU								0.0009778bk									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								0.0009778									
	Tandem Intermediary Charge, per MOU*								0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.59	8.09							
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.59	8.09							
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
	Common Transport - Per Mile, Per MOU								0.0000064bk									
	Common Transport - Facilities Termination Per MOU								0.0003871bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0174									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month						OH1, OH1MS	1L5NL	0.3562									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT																		
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	15.29	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	16.18	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	32.25	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET																		
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	80.77	141.87	77.11	14.51	13.46					
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62					
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	17.58	6.07	4.66							
SIGNALING (CCST)																		
NOTE:"bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
	CCS7 Signaling Termination, Per STP Port						UDB	PT8SX		138.41								
	CCS7 Signaling Usage, Per TCAP Message								0.0000916bk									

LOCAL INTERCONNECTION - Tennessee												Attachment: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l							SOMEc
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Usage, Per ISUP Message					0.0000373bk											
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.3bk											
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
	CCS7 Signaling Connection, Switched access service, interface groups, transmissiom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	0.00	0.00	0.00	
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

COLLOCATION - Georgia											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,284.72		0.59							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,084.41		0.59							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.18									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		740.83									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.05		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		832.95		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,057.00		1.21							
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,408.00		1.21							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	4.71										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	144.71										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	167.00										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	16.38										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.10										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.27										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	77.24										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		140.96									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		248.50									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	4.84										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.16										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.34										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	15.50										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	35.79										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning				PE1P2	0.0202										
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0403										
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1	0.3807										

COLLOCATION - Georgia											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPESE, UEPS	PE1P3	4.15										
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	1.76										
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	3.38										
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPS, UEPESE, UEPSB, UEPSX, UEPC2	PE1R2	0.0202										
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPCD	PE1R4	0.0403										
	Security																
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.51	10.82								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		21.90	14.17								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.29	17.53								
		Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PE1AY	0.011										
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1		21.98									
		Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PE1A4		8.72	8.72								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		5.37									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		16.99									
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.19									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.19									
	CFA																
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																	
		Physical Collocation - Cable Records, per request			CLO	PE1CR		I 742.92	S 477.59		125.63						
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		317.29			177.60						
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.47			5.29						

COLLOCATION - Georgia											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.22		2.62							
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.76		9.18							
		Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		83.37		73.49							
		Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.22		2.62							
		Virtual to Physical															
		Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
		Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.59									
		Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.59									
		Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.85									
		Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.85									
		Entrance Cable															
		Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		736.20		21.49							
		Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	7.37										
		Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EE	0.2686										
		Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)			CLO	PE1EF		754.41		21.49							
		Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)			CLO	PE1EG		9.11									
		Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.90									
VIRTUAL COLLOCATION																	
		Application															
		Virtual Collocation - Application Fee			AMTFS	EAF		608.92		0.59							
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.18									
		Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		609.52									
		Space Preparation															
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	4.71										
		Power															
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	4.84										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNC NX	UEAC2	0.0192										
		Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0385										

COLLOCATION - Georgia											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.3807										
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.15										
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.76										
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.53										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPS, UEPSP, UEPSP, UEP2C	VE1R2	0.0192										
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0385										
CFA																	
		Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.42									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																	
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		I 742.92	S 477.59	125.63							
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		317.29		177.60							
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.47		5.29							
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.22		2.62							
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.76		9.18							
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		83.37		73.49							
		Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.22		2.62							
Security																	
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.51	10.82								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.90	14.17								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.29	17.53								
Maintenance																	
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.52	10.82								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.41	14.17								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.30	17.53								
Entrance Cable																	

COLLOCATION - Georgia											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		736.20		21.49							
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	7.74										
		Virtual Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EE	0.235										
		Virtual Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Frame)			AMTFS	VE1EF		754.41		21.49							
		Virtual Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Frame)			AMTFS	VE1EG		9.11									
COLLOCATION IN THE REMOTE SITE																	
		Physical Remote Site Collocation															
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		300.31		132.49							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	148.11										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.19									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		109.83									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.00									
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		116.71									
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.51	10.82								
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.90	14.17								
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.29	17.53								
		Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																	
		Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		300.31		132.49							
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	148.11										
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		109.83									
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		36.00									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1725										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.12										
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0176										
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0353										
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3686										
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.83										
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.69										
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.31										
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,380.83	0.50								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.16										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.34										

COLLOCATION - Georgia												Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1JN	15.50									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1JO	35.79									
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1JD	35.79									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																		

COLLOCATION - Louisiana										Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,837.24									
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,533.41									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		583.30									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.97									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		596.35		1.22							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		836.18		1.22							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,061.00		1.22							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,418.00		1.22							
	Space Preparation															
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.30										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	166.40										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	184.50										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	18.10										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.31										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.70										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	91.60										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	583.33										
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,044.07										
	Power															
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.32										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.45										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	10.92										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.37										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	37.80										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0318	11.94	11.46								
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0636	12.04	11.53								
				WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPS, USL, UEPEX, UEPDX	PE1P1	1.04	21.39	15.47								
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning															

[illegible]

COLLOCATION - Louisiana											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG	1.37										
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C6	0.04										
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.52									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.52									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.74									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.74									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		841.54									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	18.31										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.88									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,770.40									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.30									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.97									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.20										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.32										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0296	11.94	11.46								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0591	12.04	11.53								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.04	21.39	15.47								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	13.21	20.28	14.76								

COLLOCATION - Louisiana											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76								
		Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29								
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
		Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
		Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0296	11.94	11.46								
		Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0591	12.04	11.53								
	CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.43									
	Cable Records																
		Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG	10.97										
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record(LA only)			AMTFS	VE1BH	5.29										
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ	0.08										
		Virtual Collocation Cable Records - DS1, per T1TIE(LA only)			AMTFS	VE1BK	0.04										
		Virtual Collocation Cable Records - DS3, per T3TIE(LA only)			AMTFS	VE1BL	0.13										
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records(LA only)			AMTFS	VE1BM	1.37										
		Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1B6	0.04										
	Security																
		Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.44	10.42								
		Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.41	13.45								
		Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		26.38	16.49								
	Maintenance																
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49								
	Entrance Cable																
		Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		841.54									
		Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	16.02										
COLLOCATION IN THE REMOTE SITE																	
	Physical Remote Site Collocation																
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80									
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39										
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52									

COLLOCATION - Louisiana										Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47						
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.21						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.44	10.42					
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		21.41	13.45					
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		26.38	16.49					
Adjacent Remote Site Collocation													
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62					
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134							
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.													
Virtual Remote Site Collocation													
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		614.73		336.08				
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	257.01							
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		231.49						
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.02						
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61							
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0245	11.94	11.46					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0491	12.04	11.53					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605	21.39	15.47					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.01	20.28	14.76					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20	20.28	14.76					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.21	24.81	19.29					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,543.20						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.45							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80							
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.													

COLLOCATION - North Carolina											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		2,322.00									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		2,311.00									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		317.20									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		741.44									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		269.83		1.15							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		493.40		1.15							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,012.00		1.15							
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,343.00		1.15							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	2.69										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		534.44									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		559.81									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		25.37									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.42										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.88										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	97.98										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,196.00									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,140.00									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	7.65										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.50										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.01										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.51										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.12										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0309	19.77	14.95								
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0618	19.95	15.05								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.38	39.15	23.20								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning															

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COLLOCATION - North Carolina											Attachment 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		163.61	163.61	143.32	143.32						
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.27		2.78							
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		69.51	20.45								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		69.51	20.45								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		78.93	29.87								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		75.11	26.04								
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,233.00									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	20.57										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.79									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		317.20									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		741.44									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	2.69										
	Power															
	Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0225	19.77	14.95								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	0.4195	39.15	23.20								
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	4.41	38.25	21.94								

COLLOCATION - North Carolina											Attachment 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94								
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0225	19.77	14.95								
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05								
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	1458.00	S 937.29	245.00	245.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	622.69	346.35	346.35						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	8.77	10.32	10.32						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	4.35	5.11	5.11						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	15.22	17.90	17.90						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	163.61	143.32	143.32						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	4.35	5.11	5.11						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00									
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	13.28										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38		258.38							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55									

COLLOCATION - North Carolina										Attachment 4 Exh: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Nonrecurring Disconnect	OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.65						
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.94						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.68	21.34					
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		43.87	27.57					
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.06	33.80					
Adjacent Remote Site Collocation													
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62					
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134							
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.													
Virtual Remote Site Collocation													
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		589.38		258.38				
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	218.07							
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		215.55						
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.65						
ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1555							
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.78							
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0239	19.77	14.95					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0477	19.95	15.05					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.28	39.15	23.20					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	17.35	38.25	21.94					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.94	38.25	21.94					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	5.62	43.96	26.17					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,266.00		0.5842				
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.50							
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.01							
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.51							
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	38.12							
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.													

COLLOCATION - South Carolina											Attachment 4 Exh: B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,883.67		0.51							
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,570.10		0.51							
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.42									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.66									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.27		1.21							
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.26		1.21							
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
		Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,409.00		1.21							
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	3.95										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.69										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	219.19										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.50										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.75										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	3.24										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	110.16										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ	602.05										
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR	1,077.57										
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	9.19										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.67										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.36										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	17.03										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	39.33										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																	
					UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
		Physical Collocation - 2-wire cross-connect, loop, provisioning				PE1P2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX												
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1	1.12	22.08	15.96	6.42	5.80						

COLLOCATION - South Carolina											Attachment 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPS	PE1P3	14.21	20.94	15.23	7.39	5.93						
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
	Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	5.01	25.61	19.90	9.73	8.26						
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.001										
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0015										
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPS, UEPSE, UEPSB, UEPX, UEP2C	PE1R2	0.0341	12.32	11.83	6.04	5.45		15.69				
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPPD	PE1R4	0.0682	12.42	11.90	6.40	5.74		15.69				
	Security															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		16.96	10.75								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		22.10	13.89								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		27.23	17.02								
	Physical Collocation - Security Access System, Security System, per Central Office			CLO	PE1AX	74.72										
	Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.0601	27.85									
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		7.81									
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83									
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		13.13									
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13									
	CFA															
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																
	Physical Collocation - Cable Records, per request			CLO	PE1CR		I 760.98	S 489.20	133.29							
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		327.65		189.54							
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		4.82		5.91							
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		2.26		2.77							
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		7.90		9.68							

COLLOCATION - South Carolina											Attachment 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68		77.30							
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		2.26		2.77							
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		22.43									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		22.43									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		32.61									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		32.61									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22		22.54							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95		0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74						
	Virtual collocation - Special Access & UNE,cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.12	22.08	15.96	6.42	5.80						
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93						

COLLOCATION - South Carolina											Attachment 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93						
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.0317	12.32	11.83	6.04	5.45						
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0634	12.42	11.90	6.40	5.74						
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.71									
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	760.98	S	489.20	133.29						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65			189.54						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82			5.91						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26			2.77						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90			9.68						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68			77.30						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.26			2.77						
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.96	10.75								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.10	13.89								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.23	17.02								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		794.22			22.54						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	18.66										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		308.38			168.60						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	246.44										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.13									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.13									

COLLOCATION - South Carolina											Attachment 4 Exh: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02							
	Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134									
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76		337.19						
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44									
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25								
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40									
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.0264	12.32	11.83	6.04	5.45					
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.0527	12.42	11.90	6.40	5.74					
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	6.42	5.80					
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	7.39	5.93					
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	7.40	5.93					
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	9.73	8.26					
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20								
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33									
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

COLLOCATION - Tennessee											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
	Application																
		Physical Collocation - Initial Application Fee			CLO	PE1BA		1,285.98									
		Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,085.48									
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		585.09									
		Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1PR		400.10									
		Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		743.25									
	Space Preparation																
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		5.94									
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.09									
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		218.53									
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.44									
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.74									
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.95									
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		100.14									
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		2,027.00									
	Power																
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		8.87									
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.60									
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.22									
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		16.82									
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		38.84									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.033	33.82	31.92								
		Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.066	33.94	31.95								
		Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPEX, UEPDX	PE1P1	1.51	53.27	40.16								

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PE1P3	19.26	52.37	38.89							
		Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56
		Physical Collocation - 4-Fiber Cross-Connect			ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.			CLO	PE1ES	0.0013									
		Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0019									
		Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSP, UEPSE, UEPSEB, UEPSE, UEPSEB, UEPSE, UEPSEB	PE1R2	0.033	33.82	31.92					20.35	10.54	13.32
		Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.066	33.94	31.95					20.35	10.54	13.32
	Security															
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT		33.91	21.49							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT		44.17	27.76							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT		54.42	34.02							
		Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	55.99									
		Physical Collocation -Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.059	55.67								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.61								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.24								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24								
	CFA															
		Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9		77.67								
	Cable Records															
		Physical Collocation - Cable Records, per request			CLO	PE1CR		1,711.00								
		Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD		925.06								
		Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05								
		Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1		8.45								
		Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3		29.57								

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		279.42									
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PE1C5		8.45									
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		21.11									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		21.11									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		30.69									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		30.69									
	Entrance Cable															
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.80										
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PE1EC		1,071.00		43.10							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.29									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		2,633.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		585.09									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.25									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.57	11.62	9.90	10.38	8.66			20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67			20.35	10.54	13.32	1.40
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.67									
Cable Records																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05									
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45									
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57									
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42									
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45									
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77						2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90						2.07	2.81	0.67	1.41
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00						2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLO RS	PE1RE		70.81								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLO RS	PE1RR		234.15								
		Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO RS	PE1BT		33.91	21.49							
		Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO RS	PE1OT		44.17	27.76							
		Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO RS	PE1PT		54.42	34.02							
	Adjacent Remote Site Collocation															
		Remote Site-Adjacent Collocation-Application Fee			CLO RS	PE1RU		755.62	755.62							
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLO RS	PE1RT	0.134									
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLO RS	PE1RS	6.27									
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
		Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76						
		Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41									
		Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49								
		Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81								
	ADJACENT COLLOCATION															
		Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53									
		Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,UCL, UAL, UHL, UDN	PE1JE	0.34	11.12	10.18	11.33	10.23		1.77	1.77	1.12	1.12
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.33	11.30	10.31	11.62	10.44		1.77	1.77	1.12	1.12
		Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39	16.88	11.65	10.54		1.77	1.77	1.12	1.12
		Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23	15.51	13.40	10.77		1.77	1.77	1.12	1.12
		Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23	15.51	13.41	10.78		1.77	1.77	1.12	1.12
		Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75	19.02	17.60	14.97		1.77	1.77	1.12	1.12
		Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95			0.00	0.00	0.00	0.00
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81									
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64									
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45									
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30									
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

CMDS - Georgia											Attachment: 7 Exh A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC		RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF																
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message															
	CMDS: Data Transmission (CONNECT:DIRECT), per message															

CMDS - Louisiana												Attachment:	Attachment: 7 Exh A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
CMDS															
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS: Message Processing, per message						0.004								
	CMDS: Data Transmission (CONNECT:DIRECT), per message						0.001								

CMDS - North Carolina											Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC		RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
CMDS														
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)													
	CMDS: Message Processing, per message					0.004								
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001								

CMDS - South Carolina											Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC		RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
CMDS														
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)													
	CMDS: Message Processing, per message					0.004								
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001								

CMDS - Tennessee													Attachment: 7 Exh A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l						
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CMDS	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:DIRECT), per message					0.001										

Issue 1 – What is the appropriate language to implement the FCC’s transition plan for: (1) switching; (2) high-capacity loops; and (3) dedicated transport as detailed in the FCC’s TRRO, issued February 4, 2005?

1. 4-wire Unbundled DS1 Digital Loop

- 1.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User’s location.
- 1.2 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 1.3 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to YMax at any single building in which DS1 Loops are available as unbundled loops. YMax may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 1.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.
- 1.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 8 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 1 except as described below:
 - 1.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
 - 1.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 1.6 A list of wire centers meeting the criteria set forth in Sections 1.5.1 and 1.5.2 above as ordered by the North Carolina Utilities Commission in

Docket No. P-55, Sub 1549 (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086050, dated March 21, 2006, which is available on BellSouth's Interconnection Services Web site.

1.7 Once a wire center exceeds both of the thresholds set forth in Section 1.5 above, no future DS1 Loop unbundling will be required in that wire center.

1.8 Once a wire center exceeds both of the thresholds set forth in Section 1.5 above, no future DS3 Loop unbundling will be required in that wire center.

2 Dedicated Transport and Dark Fiber Transport

2.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by YMax, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to YMax. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

2.1.1 YMax may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

2.1.2 For purposes of this Section .2, a Business Line is as defined in 47 C.F.R. § 51.5.

2.1.3 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 2 except as described below:

2.1.3.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

2.1.3.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

2.1.4 A list of wire centers meeting the criteria set forth in Sections 2.1.3.1 or 2.1.3.2 above as ordered by the North Carolina Utilities Commission in Docket No. P-55, Sub 1549 (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086050, March 21, 2006, which is available on BellSouth's Interconnection Services Web site.

- 2.1.5 Once a wire center exceeds either of the thresholds set forth in Section 2.1.3 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 2.1.6 Once a wire center exceeds either of the thresholds set forth in Section 2.1.3 above, no future DS3 Dedicated Transport will be required in that wire center.
- 2.2 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 2.2.1 For purposes of this Section 2.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 2.2.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.1 except as described below:
- 2.2.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 2.2.3 A list of wire centers meeting the criteria set forth in Section 2.2.2.1 above as ordered by the North Carolina Utilities Commission in Docket No. P-55, Sub 1549, ("Initial List") is attached to BellSouth's Carrier Notification Letter SN91086050, March 21, 2006, which is available on BellSouth's Interconnection Services Web site.
- 2.2.4 Once a wire center exceeds the threshold set forth in Section 2.2.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 3** Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, YMax shall undertake a reasonably diligent inquiry to determine whether YMax is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, YMax self-certifies that to the best of YMax's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon YMax's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If BellSouth prevails in such dispute resolution proceeding, YMax shall be liable to BellSouth for the difference between the rate for

the equivalent BellSouth alternative arrangement and the self certified UNE, plus interest, on such rate differential.

Issue 3 –What is the appropriate language to implement BellSouth’s obligation to provide Section 251 unbundled access to high-capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line; (ii) Fiber-Based Collocator; (iii) Building (iv) Route?

- 4 A Business Line is defined in 47 CFR § 51.5.
- 5 A Fiber-Based Collocator is defined in 47 CFR § 51.5.
- 6 A Building is defined as a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building for purposes of this Attachment 2. Two or more physical areas served by a individual points of entry through which telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunications services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.
- 7 A route is defined as a transmission path between one of BellSouth’s wire centers or switches. Transmission paths between identical end points are the same “route”, irrespective of whether they pass through the same intermediate wire centers or switches, if any. For the purposes of determining routes wire centers include non-BellSouth locations where BellSouth has reverse collocated switches with line side functionality that terminate loops.

Issue 6 – What language should be included in agreements to reflect the procedures identified in Matrix Item No. 5(b)?

- 8 **Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Loops**
 - 8.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 1.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.

- 8.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s).
- 8.3 For purposes of this Section 8, BellSouth shall make available DS1 and DS3 Loops that were in service for YMax in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 8.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 8.5 The rates set forth in Exhibit A plus fifteen percent (15%) shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 8.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 8.7 If YMax fails to submit the spreadsheet(s) specified in Section 8.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable as-is charges as set forth in this Agreement.
- 8.8 For Subsequent Embedded Base circuits converted pursuant to Section 8.6 above or transitioned pursuant to Section 8.7 above, the applicable recurring tariff charges shall apply as of the first day after the end of the Subsequent Transition Period.
- 8.9 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

- 8.10 In the event that (1) BellSouth designates a wire center as non-impaired, (2) YMax converts existing UNEs to other services or orders new services as services other than UNEs, (3) YMax otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of YMax, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund YMax the difference between the rate paid by YMax for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

9 Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Transport

- 9.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 2.1.3.1 or 2.1.3.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 9.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s).
- 9.3 For purposes of this Section 9, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for YMax in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 9.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 9.5 The rates set forth in Exhibit A plus fifteen percent (15%) shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 9.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected

or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 9.7 If YMax fails to submit the spreadsheet(s) specified in Section 9.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable as-is charges as set forth in this Agreement.
- 9.8 For Subsequent Embedded Base circuits converted pursuant to Section 9.6 above or transitioned pursuant to Section 9.7 above, the applicable recurring tariff charges shall apply as of the first day after the end of the Subsequent Transition Period.
- 9.9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) YMax converts existing UNEs to other services or orders new services as services other than UNEs, (3) YMax otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of YMax, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund YMax the difference between the rate paid by YMax for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods for Dark Fiber Transport

- 10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.2.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 10.2 Effective thirty (30) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 3 above.
- 10.3 For purposes of this Section 10, BellSouth shall make available DS1 and DS3 Loops that were in service for YMax in a wire center on the

Subsequent Wire Center List as of the thirtieth (30th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and fifty (150) days after the thirtieth (30th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 10.5 The rates set forth in Exhibit A plus fifteen percent (15%) shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 10.7 If YMax fails to submit the spreadsheet(s) specified in Section 10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable switch-as-is charges as set forth in this Agreement.
- 10.8 For Subsequent Embedded Base circuits converted pursuant to Section 10.6 above or transitioned pursuant to Section 10.7 above, the applicable recurring tariff charges shall apply as of the first day after the end of the Subsequent Transition Period.
- 10.9 In the event that (1) BellSouth designates a wire center as non-impaired, (2) YMax converts existing UNEs to other services or orders new services as services other than UNEs, (3) YMax otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of YMax, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund YMax the difference between the rate paid by YMax for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

Issue 7 – Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

- 11 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to twelve thousand (12,000) feet long and may have up to two thousand five hundred (2,500) feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 12 4-wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location.

Issue 8 – (a) Does the Commission have the authority to require BellSouth to include in its ICAs entered into pursuant to Section 252, network elements either under state law or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such element? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any should be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions of such elements?

- 13 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to YMax for YMax's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act.

Issue 9 – What conditions, if any, should be imposed on moving, adding, or changing orders to a CLP's respective embedded base of switching, high-capacity loops, and dedicated transport, and what is the appropriate language to implement such conditions, if any?

Issue 10 – What rates terms and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a) what is the proper treatment for such network elements at the end of the transition period,; and (b) what is the appropriate transition period, and what are the appropriate rates, terms and conditions during such transition period, for unbundled high-capacity loops, high capacity transport, and dark fiber transport in and between wire that do

not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

- 14 Effective March 11, 2006, and except to the extent expressly provided otherwise in this Attachment, YMax may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that YMax has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide YMax with thirty (30) days written notice to disconnect or convert such Arrangements. If YMax fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 18 shall be subject to applicable switch-as-is charges.

Issue 13 – What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

15 Commingling of Services

- 15.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that YMax has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities consistent with the NCUC's Order dated March 1, 2006 in Docket No. P-55, Sub 1549. YMax must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 15.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 15.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.
- 15.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI)

will be billed from the same agreement or tariff as the lower bandwidth circuit.

- 15.5 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference. The charges shall be as set forth in Exhibit A.

Issue 14 – Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

Issue 15 – What are the appropriate rates, terms and conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?

16. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services.

- 16.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to YMax pursuant to this Agreement, or convert a Network Element or Combination that is available to YMax under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively “Conversion”). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth’s receipt of a complete and accurate Conversion request from the CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth shall not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 20.3 below.
- 16.2 To the extent, YMax had a Conversion request pending between October 2, 2003 and the effective date of this Amendment, such Conversion shall be deemed converted as of the date of such request.

17 Ordering Guidelines and Processes

- 17.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, YMax should refer to the “Guides” section of the BellSouth Interconnection Web site.
- 17.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site.
- 17.3 The provisioning of Network Elements, Combinations and Other Services to YMax’s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with YMax’s Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

Issue 18: LINE SPLITTING: What is the appropriate ICA language to implement BellSouth’s obligations with regard to line splitting?

18 Line Splitting

- 18.1 Line splitting shall mean that YMax purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (Data CLEC) or the provider of voice services (Voice CLEC), to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data CLEC are different carriers, with YMax being either the Voice CLEC or Data CLEC.
- 18.2 Line Splitting – UNE-L. In the event YMax provides its own switching or obtains switching from a third party, YMax may engage in line splitting arrangements with another CLEC using a splitter, provided by YMax, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.
- 18.3 Line Splitting – Loop and Port. To the extent YMax is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by BellSouth pursuant to Section 271, BellSouth will permit YMax to utilize Line Splitting. BellSouth shall charge the rates previously approved by the North Carolina Utilities Commission as set forth in Exhibit A.
- 18.4 YMax shall provide BellSouth with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where YMax will not provide voice and data services.

- 18.5 Provisioning Line Splitting and Splitter Space – Loop and Port
- 18.6 The Data LEC, Voice CLEC, or a third party may provide the splitter. When YMax or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 18.7 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 18.8 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service, including a Line splitting service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.
- 18.9 Provisioning Line Splitting and Splitter Space – UNE-L
- 18.9.1 YMax provides the splitter when providing Line Splitting with UNE-L. When YMax or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.
- 18.10 Maintenance – Line Splitting – Loop and Port and UNE-L
- 18.10.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.
- 18.10.2 BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.
- 18.11 Indemnity
- 18.11.1 YMax shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, damages and costs, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

Issue 19 – What is the appropriate ICA language, if any, to address call related databases?

19 Call Related Databases and Signaling

- 19.1 Except for 911 and E911, BellSouth is not required to provide unbundled access to call related databases pursuant to section 251.
- 19.2 Automatic Location Identification/Data Management System
- 19.2.1 911 and E911 Databases
- 19.2.1.1 BellSouth shall provide YMax with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 19.2.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. YMax will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 22.3.1 below.
- 19.2.2 Technical Requirements
- 19.2.2.1 BellSouth's 911 database vendor shall provide YMax the capability of providing updates to the ALI/DMS database through a specified electronic interface. YMax shall contact BellSouth's 911 database vendor directly to request interface. YMax shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of YMax and BellSouth shall not be liable for the transactions between YMax and BellSouth's 911 database vendor.
- 19.2.2.2 It is YMax's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 19.2.2.3 YMax shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 19.2.3 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to YMax, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for YMax to assume responsibility for such records.

- 19.2.3.1 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to YMax that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. YMax shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to YMax within two (2) months following the date of the Stranded Unlock report provided by BellSouth. YMax shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of YMax's records.
- 19.2.4 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
- 19.2.4.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
- 19.2.4.1.1 The database capability allows YMax to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the YMax PBX 911 end user station telephone number for the 911 call that is placed by the end user.
- 19.2.4.1.2 YMax may order either the database capability or the transport component as desired or YMax may order both components of the service.
- 19.2.5 911 PBX Locate Database Capability. YMax's end user or YMax's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.

- 19.2.5.1 Ordering, provisioning, testing and maintenance shall be provided by YMax pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.
- 19.2.5.2 YMax's end user, or YMax's end user database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of YMax to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. YMax should not submit telephone number updates for specific PBX station telephone numbers that are submitted by YMax's end user, or YMax's end user DMA under the terms of 911 PBX Locate product.
- 19.2.5.3 YMax must provision all PBX station numbers in the same LATA as the E911 tandem.
- 19.2.5.4 YMax agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by YMax's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by YMax or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. YMax is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to YMax's end user or DMA pursuant to these terms. Specifically, YMax's end user or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 19.2.5.5 YMax may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for YMax's end users' telephone numbers for which it has direct management authority.
- 19.2.5.6 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires YMax to order a CAMA type dedicated

trunk from YMax's end user premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.

- 19.2.5.7 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the YMax's end user premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. YMax is responsible for connectivity between the end user's PBX and YMax's switch or POP location. YMax will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a YMax purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). YMax is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.
- 19.2.5.8 Ordering and Provisioning. YMax will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
- 19.2.5.8.1 Testing and maintenance shall be provided by YMax pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
- 19.2.5.9 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by YMax pursuant to the terms and conditions set forth in Attachment 3.

Issue 20 - What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly deployed or "greenfield" fiber loops, including fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit that is predominantly residential and what, if any impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?

- 20 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum

point of entry (MPOE). Fiber to the Curb loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises. BellSouth shall offer CLPs unbundled access to FTTH/FTTC loops serving enterprise customers and predominantly business MDUs.

- 20.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
- 20.2 Notwithstanding the above, nothing in this Section shall limit BellSouth's obligation to offer CLECs an unbundled DS1 loop (or loop/transport combination) in any wire center where BellSouth is required to provide unbundled access to DS1 loops and loop/transport combinations

Issue 21: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?

- 21 A hybrid loop is a local loop, composed of both fiber optic cable usually in the feeder plant and copper twisted wire or cable usually in the distribution plant. BellSouth shall provide unbundled access to hybrid loops pursuant to the requirements of 47 C.F.R. 51.319(a)(2).

Issue 22: What is the appropriate ICA language to implement BellSouth's obligation to provide RNMs?

Issue 23: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring and nonrecurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

22 Routine Network Modifications

- 22.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth performs such RNM during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth will perform such RNM at no additional charge.

- 22.2 RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9. If BellSouth has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from YMax, BellSouth will perform the RNM.

Issue 24: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

- 23 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth may make those copper Loops available to YMax on an unbundled basis, pursuant to the requirements of 47 C.F.R. § 51.319(a)(3)(iii), BellSouth's retirements of copper loops or copper subloops must comply with the requirements of 47 C.F.R. § 51.319(a)(3)(iv).

Issue 25: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?

24 EELs Audit Provisions

- 24.1 BellSouth may, on an annual basis audit YMax's records in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to YMax stating its concern that YMax is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefore. Such Notice of Audit will be delivered to YMax no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. BellSouth is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit.
- 24.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. BellSouth may select the independent auditor without the prior approval of YMax or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding YMax's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether YMax complied in all material respects with the

applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

- 24.3 To the extent the independent auditor's report concludes that YMax failed to comply with the service eligibility criteria, YMax must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.
- 24.4 To the extent the independent auditor's report concludes that YMax failed to comply in all material respects with the service eligibility criteria, YMax shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor's report concludes that YMax did comply in all material respects with the service eligibility criteria, BellSouth will reimburse YMax for its reasonable and demonstrable costs associated with the audit. YMax will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.
- 24 YMax shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 25 Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that YMax may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.
- 26 **Subloop Elements**
- 26.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 26.2 Unbundled Subloop Distribution (USLD)
- 26.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)

Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

- 26.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 26.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 26.2.4 If YMax requests a UCSL and it is not available, YMax may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 26.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 26.2.6 Upon request for USLD-INC from YMax, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for YMax's use on this cross-connect panel. YMax will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).
- 26.2.7 For access to Voice Grade USLD and UCSL, YMax shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. YMax's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 26.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by YMax is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient

to meet YMax's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site.

- 26.2.9 The site set-up must be completed before YMax can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice YMax's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 26.2.10 Once the site set-up is complete, YMax will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when YMax requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by YMax for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 26.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 26.3 Unbundled Network Terminating Wire (UNTW)
- 26.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 26.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

26.3.3 Requirements

- 26.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 26.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 26.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and YMax does own or control such wiring, YMax will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to YMax.
- 26.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate YMax for each pair activated commensurate to the price specified in YMax's Agreement.
- 26.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 26.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 26.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30)

days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 26.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 26.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 26.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 26.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that BellSouth offers to YMax for YMax's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to YMax (Other Services). Additionally, the provision of a particular Network Element or Other Service may require YMax to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 YMax shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 1.3 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to YMax pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to YMax pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from YMax. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between YMax and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.8.1 and 1.8.2 below.

- 1.4 Except to the extent expressly provided otherwise in this Attachment, YMax may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event BellSouth determines that YMax has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide YMax with thirty (30) days written notice to disconnect or convert such Arrangements. If YMax fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.4 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.5 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, YMax shall undertake a reasonably diligent inquiry to determine whether YMax is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, YMax self-certifies that to the best of YMax’s knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon YMax’s self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in BellSouth’s favor, BellSouth shall bill YMax the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in BellSouth’s favor, YMax shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.
- 1.5.1 *In the event that (1) BellSouth designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) BellSouth acknowledges or a state or federal regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC’s non-impairment criteria, then upon request of CLEC, BellSouth shall transition to UNEs any alternative***

services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

- 1.6 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from YMax, BellSouth shall perform the RNM.
- 1.7 Commingling of Services
- 1.7.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that YMax has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. YMax must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 1.7.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.
- 1.7.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in Exhibit A and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

- 1.7.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.
- 1.7.5 Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.7.6 Terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6. The charges shall be as set forth in Exhibit A.
- 1.8 Ordering Guidelines and Processes
- 1.8.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, YMax should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.8.2 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site.

2 Loops

- 2.1 General. The local loop Network Element is defined as a transmission facility that BellSouth provides pursuant to this Attachment between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops **under Section 251, except to the extent that CLEC may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.** The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by BellSouth. YMax shall purchase the entire bandwidth of the Loop

and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.

- 2.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
 - 2.1.2.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU. Notwithstanding the foregoing, in such Greenfield areas that are served from an impaired wire center, BellSouth shall make available UNE DS1 Loops as described in this Attachment.
 - 2.1.2.2 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to YMax on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.
 - 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by YMax. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.3 A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant.

BellSouth shall provide YMax with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. Notwithstanding the foregoing, in an impaired wire center, BellSouth shall make available hybrid Loops as described in this Attachment.

- 2.1.4 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5
- 2.1.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.9 below, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2 except as described below:
 - 2.1.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
 - 2.1.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.6 A list of wire centers meeting the criteria set forth in Sections 2.1.5.1 and 2.1.5.2 above as of March 10, 2005 (Initial Wire Center List) as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 2.1.7 Once a wire center exceeds both of the thresholds set forth in Section 2.1.5.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.8 Once a wire center exceeds both of the thresholds set forth in Section 2.1.5.2 above, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.9 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
 - 2.1.9.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.5 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
 - 2.1.9.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1

and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.5 of this Attachment.

- 2.1.9.3 For purposes of Section 2.1.9 above, BellSouth shall make available DS1 and DS3 Loops that were in service for YMax in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.9.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.9.5 The rates set forth in Exhibit A plus fifteen percent (15%) shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.9.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.9.7 If YMax fails to submit the spreadsheet(s) specified in Section 2.1.9.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 2.1.9.8 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.9.6 above or transitioned pursuant to Section 2.1.9.7 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.2 Unbundled Digital Loops
- 2.2.1 BellSouth will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC

and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

- 2.2.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:
 - 2.2.2.1 2-wire Unbundled ISDN Digital Loop;
 - 2.2.2.2 2-wire Unbundled ADSL Compatible Loop;
 - 2.2.2.3 2-wire Unbundled HDSL Compatible Loop;
 - 2.2.2.4 4-wire Unbundled HDSL Compatible Loop;
 - 2.2.2.5 4-wire Unbundled DS1 Digital Loop;
 - 2.2.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;
 - 2.2.2.7 DS3 Loop; or
 - 2.2.2.8 STS-1 Loop.
- 2.2.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. YMax will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.2.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.5 2-wire or 4-wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.2.6 4-wire Unbundled DS1 Digital Loop.
 - 2.2.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point,

OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, including the transition of DS1 and DS3 Loops described in Section 2.1.4 above, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

- 2.2.6.2 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to YMax at any single building in which DS1 Loops are available as unbundled Loops.
- 2.2.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.2.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.2.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.2.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.
- 2.2.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. BellSouth's TR73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

- 2.2.12 YMax may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.2.13 Fiber based Collocator
- 2.2.13.1 For purposes of this Amendment a “Fiber-Based Collocator” is, as defined in 47 C.F.R. § 51.5, any carrier, unaffiliated with BellSouth, that maintains a collocation arrangement in a BellSouth wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the BellSouth wire center premises; and (3) is owned by a party other than BellSouth or any affiliate of BellSouth.
- 2.2.13.2 For purposes of this definition: (i) carriers that have entered into merger and/or other consolidation agreements, or otherwise announced their intention to enter into the same, will be treated as affiliates and therefore as one collocator; provided however, in the case one of the parties to such merger or consolidation arrangement is BellSouth, then the other party’s collocation arrangement shall not be counted as a Fiber-Based Collocator, (ii) a Comparable transmission Facility means, at a minimum, the provision of transmission capacity equivalent to fiber-optic cable with a minimum point-to-point symmetrical data capacity exceeding 12 DS3s; (iii) the network of a Fiber-Based Collocator may only be counted once in making a determination of the number of Fiber-Based Collocators, notwithstanding that such single Fiber-Based Collocator leases its facilities to other collocators in a single wire center; provided, however, that a collocating carrier’s dark fiber leased from an unaffiliated carrier may only be counted as a separate fiber-optic cable from the unaffiliated carrier’s fiber if the collocating carrier obtains this dark fiber on an IRU basis.
- 2.3 Unbundled Loop Modifications (Line Conditioning)
- 2.3.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth’s TR73600 Unbundled Local Loop Technical Specification.
- 2.3.2 BellSouth will remove load coils only on copper Loops and Subloops that are less than eighteen thousand (18,000) feet in length.

- 2.3.3 For any copper loop being ordered by YMax which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from YMax, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to YMax. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in Exhibit A.
- 2.3.4 YMax may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to BellSouth's SC Process as mutually agreed to by the Parties.
- 2.3.5 Rates for ULM are as set forth in Exhibit A.
- 2.3.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.3.7 If YMax requests ULM on a reserved facility for a new Loop order, BellSouth may perform a pair change and provision a different Loop facility in lieu of the reserved facility with ULM if feasible. The Loop provisioned will meet or exceed specifications of the requested Loop facility as modified. YMax will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the Loop provisioned.
- 2.3.8 YMax shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that YMax desires BellSouth to condition.
- 2.3.9 When requesting ULM for a Loop that BellSouth has previously provisioned for YMax, YMax will submit a SI to BellSouth. If a spare Loop facility that meets the Loop modification specifications requested by YMax is available at the location for which the ULM was requested, YMax will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, YMax will not be charged for ULM but will only be charged the service order charges for submitting an order.
- 2.4 Subloop Elements.

- 2.4.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.
- 2.4.2 Unbundled Subloop Distribution (USLD)
- 2.4.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:
- USLD – Voice Grade (USLD-VG)
 - Unbundled Copper Subloop (UCSL)
 - USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))
- 2.4.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.4.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.4.2.3.1 If YMax requests a UCSL and it is not available, YMax may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.4.2.4 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.
- 2.4.2.4.1 Upon request for USLD-INC from YMax, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair increments for YMax's use on this cross-connect panel.

YMax will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

- 2.4.2.5 For access to Voice Grade USLD and UCSL, YMax shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. YMax's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.4.2.6 Through the SI process, BellSouth will determine whether access to USLs at the location requested by YMax is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet YMax's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site.
- 2.4.2.7 The site set-up must be completed before YMax can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice YMax's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.4.2.8 Once the site set-up is complete, YMax will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when YMax requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by YMax for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 2.4.2.9 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 2.4.3 Unbundled Network Terminating Wire (UNTW)
- 2.4.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.4.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own

wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

2.4.3.3 Requirements

- 2.4.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.4.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.4.3.3.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and YMax does own or control such wiring, YMax will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to YMax.
- 2.4.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate YMax for each pair activated commensurate to the price specified in YMax's Agreement.
- 2.4.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.4.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

- 2.4.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.4.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.4.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.4.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.4.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.2 Line Splitting – UNE-L. In the event YMax provides its own switching or obtains switching from a third party, YMax may engage in line splitting arrangements with another CLEC using a splitter, provided by YMax, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.3 Provisioning Line Splitting and Splitter Space – UNE-L

3.3.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When YMax owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the serving wire center and terminating into a distribution frame or its equivalent.

3.4 CLEC Provided Splitter – Line Splitting – UNE-L

3.4.1 To order High Frequency Spectrum on a particular Loop, YMax must have a DSLAM collocated in the central office that serves the End User of such Loop.

3.4.2 YMax may purchase, install and maintain central office POTS splitters in its collocation arrangements. YMax may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.3 Any splitters installed by YMax in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. YMax may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 Maintenance – Line Splitting – UNE-L

3.5.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

3.5.2 YMax shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs

including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

4 EEL Audits

- 4.1 BellSouth may, on an annual basis, audit YMax's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that YMax failed to comply with the service eligibility criteria, YMax must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that YMax did not comply in any material respect with the service eligibility criteria, YMax shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that YMax did comply in all material respects with the service eligibility criteria, BellSouth will reimburse YMax for its reasonable and demonstrable costs associated with the audit. YMax will maintain appropriate documentation to support its certifications.
- 4.2 In the event YMax converts special access services to UNEs, YMax shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

- 5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by YMax, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to YMax. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.
- 5.2 For purposes of this Section 5, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.3 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5 except as described below:
- 5.3.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

- 5.3.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 5.4 Once a wire center exceeds either of the thresholds set forth in Section 5.3.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.5 Once a wire center exceeds either of the thresholds set forth in Section 5.3.2 above, no future DS3 Dedicated Transport will be required in that wire center.
- 5.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.6.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 5.3.1 or 5.3.2 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 5.6.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.5 above.
- 5.6.3 For purposes of Section 5.4.1 above, BellSouth shall make available DS1 and DS3 Dedicated Transport that were in service for YMax in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.6.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 5.6.5 The rates set forth in Exhibit A plus fifteen percent (15%) shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.6.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.

- 5.6.7 If YMax fails to submit the spreadsheet(s) specified in Section 5.6.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.6.8 For Subsequent Embedded Base circuits converted pursuant to Section 5.6.6 above or transitioned pursuant to Section 5.6.7 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 5.7 BellSouth shall:
- 5.7.1 Provide YMax exclusive use of Dedicated Transport to a particular customer or carrier;
- 5.7.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
- 5.7.3 Permit, to the extent technically feasible, YMax to connect Dedicated Transport to equipment designated by YMax, including but not limited to, YMax's collocated facilities; and
- 5.7.4 Permit, to the extent technically feasible, YMax to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 5.8 BellSouth shall offer Dedicated Transport:
- 5.8.1 As capacity on a shared facility; and
- 5.8.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to YMax.
- 5.9 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.10 **YMax may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated**

Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.11 Technical Requirements

- 5.11.1 BellSouth shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 5.11.2 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 5.11.2.1 DS0 Equivalent;
 - 5.11.2.2 DS1;
 - 5.11.2.3 DS3;
 - 5.11.2.4 STS-1; and
 - 5.11.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 5.11.3 BellSouth shall design Dedicated Transport according to its network infrastructure. YMax shall specify the termination points for Dedicated Transport.
- 5.11.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and BellSouth Technical References;
 - 5.11.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 5.11.4.2 BellSouth's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.

- 5.11.4.3 BellSouth's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 5.12 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 5.12.1 For purposes of this Section 5.12, a Business Line is as defined in 47 C.F.R. § 51.5.
- 5.12.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport except as described below:
- 5.12.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.
- 5.12.3 A list of wire centers meeting the criteria set forth in Section 5.12.2.1 above as of March 10, 2005, (Initial List) as ordered by the Public Service Commission of South Carolina in Docket No. 2004-316-C (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086058, dated March 20, 2006, which is available on BellSouth's Interconnection Services Web site.
- 5.12.4 Once a wire center exceeds the threshold set forth in Section 5.12.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.12.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.12.5.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.12.2.1 above, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 5.12.5.2 Effective ten (10) business days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.5 above.
- 5.12.5.3 For purposes of Section 5.12.5, BellSouth shall make available Dark Fiber Transport that were in service for YMax in a wire center on the Subsequent Wire

Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until ninety (90) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 5.12.5.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 5.12.5.5 The rates set forth in Exhibit A plus fifteen percent (15%) shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.12.5.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
 - 5.12.5.6.1 If YMax fails to submit the spreadsheet(s) specified in Section 5.12.5.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
 - 5.12.5.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.12.5.6.1 above or transitioned pursuant to Section 5.12.5.6.1.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

6 Automatic Location Identification/Data Management System

6.1 911 and E911 Databases

- 6.1.1 BellSouth shall provide YMax with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).
- 6.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

YMax will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

- 6.2.1 BellSouth's 911 database vendor shall provide YMax the capability of providing updates to the ALI/DMS database through a specified electronic interface. YMax shall contact BellSouth's 911 database vendor directly to request interface. YMax shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of YMax and BellSouth shall not be liable for the transactions between YMax and BellSouth's 911 database vendor.
- 6.2.2 It is YMax's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.
- 6.2.3 YMax shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 6.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to YMax, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for YMax to assume responsibility for such records.
- 6.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to YMax that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. YMax shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to YMax within two (2) months following the date of the Stranded Unlock report provided by BellSouth. YMax shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of YMax's records.

1. **Loops**

1.1 **4-wire Unbundled DS1 Digital Loop**

This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.

1.2 **2-wire or 4-wire HDSL-Compatible Loop**

This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.

1.3 **DS3 Loop.**

DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

1.4 **Requirements for DS1 and DS3 Loops**

1.4.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to YMax at any single building in which DS1 Loops are available as unbundled loops. YMax may obtain a maximum of a single Unbundled DS3 loop to any single building in which DS3 Loops are available as Unbundled Loops.

1.4.2 For purposes of this Section 1, a Business Line is defined in 47 C.F.R. § 51.5.

1.4.3 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 9 below, BellSouth shall make available DS1 and DS3 Loops except as described below:

- 1.4.3.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
- 1.4.3.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 1.4.4 A list of wire centers meeting the criteria set forth in Sections 1.4.3.1 and 1.4.3.2 above as ordered by the Georgia Public Service Commission in Docket No. 19341-U (Initial Wire Center List) is attached to BellSouth's Carrier Notification Letter SN91086068, dated March 30, 2006, which is available on BellSouth's Interconnection Services Web site.
- 1.4.5 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.3.1 above, no future DS1 Loop unbundling will be required in that wire center.
- 1.4.6 Once a wire center meets or exceeds both of the thresholds set forth in Section 1.4.3.2 above, no future DS3 Loop unbundling will be required in that wire center.

2. Dedicated Transport and Dark Fiber Transport

- 2.1 **Dedicated Transport.** Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by YMax, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to YMax. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

2.2 **Requirements for DS1 and DS3 Dedicated Transport**

- 2.2.1 YMax may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport.

- 2.2.2 For purposes of this Section 2.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 2.2.3 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 2.2 except as described below:
- 2.2.3.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.
- 2.2.3.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 2.2.3.3 A list of wire centers meeting the criteria set forth in Sections 2.2.3.1 or 2.2.3.2 above as ordered by the Georgia Public Service Commission in Docket No. 19341-U (Initial Wire Center List), is attached to BellSouth's Carrier Notification Letter SN91086068, dated March 30, 2006, which is available on BellSouth's Interconnection Services Web site.
- 2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in this Section 2.2.3.1 above, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 2.2.3.2 above, no future DS3 Dedicated Transport will be required in that wire center.
3. **Dark Fiber Transport.** Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.
- 3.1 **Requirements for Dark Fiber Transport**
- 3.1.1 For purposes of this Section 3.1, a Business Line is as defined in 47 C.F.R. § 51.5.
- 3.1.2 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 3.1 except as described below:
- 3.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

- 3.1.3 A list of wire centers meeting the criteria set forth in Section 3.1.2.1 above as ordered by the Georgia Public Service Commission in Docket No. 19341-U, ("Initial List") is attached to BellSouth's Carrier Notification Letter SN91086068, dated March 30, 2006, which is available on BellSouth's Interconnection Services Web site.
- 3.1.4 Once a wire center exceeds either of the thresholds set forth in Section 3.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

4. Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, YMax shall undertake a reasonably diligent inquiry to determine whether YMax is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, YMax self-certifies that to the best of YMax's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Attachment. Upon receiving such order, BellSouth shall process the request in reliance upon YMax's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Attachment, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. If BellSouth prevails in such dispute resolution proceeding, YMax shall be liable to BellSouth for the difference between the rate for the equivalent BellSouth alternative arrangement and the self certified UNE, plus interest, on such rate differential.
- 4.1 In the event that (1) BellSouth designates a wire center as non-impaired, (2) YMax converts existing UNEs to other services or orders new services as services other than UNEs, (3) YMax otherwise would have been entitled to UNEs in such wire center at the time alternative services provisioned, and (4) BellSouth acknowledges or a state or federal agency regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of YMax, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, BellSouth shall refund YMax the difference between the rate paid by YMax for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.
5. A Business Line is defined in 47 CFR § 51.5.
6. A Fiber-Based Collocator is defined in 47 CFR § 51.5.
7. A Building is defined as a permanent physical structure including, but not limited to, a structure in which people reside, or conduct business or work on a daily basis and through which there is one centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment 2. Two or more physical areas served by individual points of entry through which

telecommunications services must transit will be considered separate buildings. For instance, a strip mall with individual businesses obtaining telecommunications services from different access points on the building(s) will be considered individual buildings, even though they might share common walls.

8. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

9. **Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Loops**

- 9.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 1.4.3 above, but that were not included in the Initial Wire Center List, BellSouth shall provide notice of such additional wire centers in a Carrier Notification Letter (CNL) sent to the point of contact in this Agreement, or in the absence of such point of contact, BellSouth shall post the CNL on BellSouth's Web site. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 9.2 Effective ten (10) business days after the date of BellSouth's notice providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 4 above.
- 9.3 For purposes of this Section 9, BellSouth shall make available DS1 and DS3 Loops that were in service for YMax in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and ten (110) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 9.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 9.5 The applicable rate for the Subsequent Embedded Base during the Subsequent Transition Period shall be 115% of the rate for such Loops set forth in the Parties' Amendment to the Agreement to implement the

Georgia Public Service Commission's Letter Order dated March 2, 2006
in Docket No.14361-U.

- 9.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List, YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 9.7 If YMax fails to submit the spreadsheet(s) specified in Section 9.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to BellSouth's 271 equivalent service set forth in Section 25 below. Those circuits identified and transitioned by BellSouth pursuant to this Section 9.7 shall be subject to 115% of the switch-as-is rate set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 9.8 The applicable recurring 271 rate set forth in Exhibit B shall apply to the Subsequent Embedded Base as of the 110th day after the tenth business day from the date of BellSouth's CNL identifying the Subsequent Embedded Base.

10. Modifications and Updates to the Wire Center List and Subsequent Transition Periods for DS1 and/or DS3 Transport

- 10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Sections 2.2.4 or 2.2.5 above, but that were not included in the Initial Wire Center List, BellSouth shall provide notice of such additional wire centers in a Carrier Notification Letter (CNL) sent to the point of contact in this Agreement, or in the absence of such point of contact, BellSouth shall post the CNL on BellSouth's Web site. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List."
- 10.2 Effective ten (10) business days after the date of BellSouth's notice providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 4 above.
- 10.3 For purposes of this Section 10, BellSouth shall make available DS1 and DS3 Dedicated Transport that were in service for YMax in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day

after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and ten (110) days after the tenth (10th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

- 10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 10.5 The applicable rate for the Subsequent Embedded Base during the Subsequent Transition Period shall be 115% of the rate for such DS1 and DS3 Dedicated Transport set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 10.6 No later than forty (40) days from BellSouth's CNL identifying the Subsequent Wire Center List YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 10.7 If YMax fails to submit the spreadsheet(s) specified in Section 10.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax's remaining Subsequent Embedded Base, if any, and will transition such circuits to BellSouth's 271 equivalent service as set forth in Section 25 below. Those circuits identified and transitioned by BellSouth pursuant to this Section 10.7 shall be subject to 115% of the switch-as-is rate set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 10.8 The applicable 271 rate set forth in the tariff shall apply to the Subsequent Embedded Base as of the 110th day after the 10th business day from the date of BellSouth's CNL identifying the Subsequent Embedded Base.

11. **Modifications and Updates to the Wire Center List and Subsequent Transition Periods for Dark Fiber Transport**

- 11.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 3 above, but that were not included in the Initial Wire Center List, BellSouth shall provide notice of such additional wire centers in a Carrier Notification Letter (CNL) sent to the point of contact in this Agreement, or in the absence of such point of contact, BellSouth shall post the CNL on BellSouth's Web site. Each such list of

additional wire centers shall be considered a “Subsequent Wire Center List.”

- 11.2 Effective ten (10) business days after the date of BellSouth’s notice providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 4 above.
- 11.3 For purposes of this Section 11, BellSouth shall make available Dark Fiber Transport that was in service for YMax in a wire center on the Subsequent Wire Center List as of the tenth (10th) business day after the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and ten (110) days after the tenth (10th) business day from the date of BellSouth’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 11.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 11.5 The applicable rate for the Subsequent Embedded Base during the Subsequent Transition Period shall be 115% of the rate for such Dark Fiber Transport set forth in the Parties’ Amendment to the Agreement to implement the Georgia Public Service Commission’s Letter Order dated March 2, 2006 in Docket No.14361-U.
- 11.6 No later than forty (40) days from BellSouth’s CNL identifying the Subsequent Wire Center List, YMax shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.
- 11.7 If YMax fails to submit the spreadsheet(s) specified in Section 11.6 above for all of its Subsequent Embedded Base within forty (40) days after the date of BellSouth’s CNL identifying the Subsequent Wire Center List, BellSouth will identify YMax’s remaining Subsequent Embedded Base, if any, and will transition such circuits to BellSouth’s equivalent tariffed service set forth in Section 25 below. Those circuits identified and transitioned by BellSouth pursuant to this Section 11.7 shall be subject to 115% of the switch-as-is rate set forth in the Parties’ Amendment to the Agreement to implement the Georgia Public Service Commission’s Letter Order dated March 2, 2006 in Docket No.14361-U.
- 11.8 The applicable tariff rate shall apply to the Subsequent Embedded Base as of the 110th day after the 10th business day from the date of BellSouth’s CNL identifying the Subsequent Embedded Base.

12. Except to the extent expressly provided otherwise in this Attachment, YMax may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to Section 251 of the Act (collectively “Arrangements”). In the event YMax has in place any such Arrangements after the Effective Date of this Agreement, this amendment shall serve as BellSouth’s written notice to YMax that YMax has thirty (30) days to transition all DS1 Local Switching and UNE-P arrangements and sixty (60) days to transition all other Arrangements. If YMax fails to submit orders to disconnect or convert such Arrangements within the aforementioned timeframes, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). To the extent no tariff equivalent service exists, BellSouth shall disconnect such facility or arrangement. Those circuits identified and transitioned by BellSouth pursuant to this Section 12 shall be subject to 115% of the applicable switch-as-is charges set forth in the Parties’ Amendment to the Agreement to implement the Georgia Public Service Commission’s Letter Order dated March 2, 2006 in Docket No.14361-U.
- 12.1 The applicable recurring resale or tariffed charge shall apply to each circuit as of the Effective Date of this Agreement.

13. **Commingling of Services**

- 13.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that YMax has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities, consistent with the Georgia Public Service Commission’s Order dated March 2, 2006 in Docket No. 19341-U. To the extent a Section 271 facility or service is obtained at wholesale, BellSouth will commingle such facility or service with Section 251 Network Elements or Combinations. YMax must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.
- 13.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: (1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or (2) shares part of BellSouth’s network with access services or inputs for mobile wireless services and/or interexchange services.
- 13.3 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in the Parties’ Amendment to the Agreement to implement the Georgia Public Service Commission’s Letter Order dated March 2, 2006 in Docket No.14361-U,

and the remainder of the circuit or service will be billed in accordance with either BellSouth's tariffed rates or the 271 rates set forth in Exhibit B of this Agreement, as applicable.

- 13.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

14. Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services.

- 14.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to YMax pursuant to this Agreement, or convert a Network Element or Combination that is available to YMax under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge 115% of the switch-as-is rate set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U for Conversions to specific Network Elements or Combinations. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from the CLEC. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth shall not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Section 14.3 below.
- 14.2 To the extent, YMax had a Conversion request pending between October 2, 2003 and the effective date of this Amendment, such Conversion shall be deemed converted as of the date of such request.

14.3 **Ordering Guidelines and Processes**

14.3.1 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, YMax should refer to the “Guides” section of the BellSouth Interconnection Web site.

14.3.2 Additional information may also be found in the individual CLEC Information Packages located at the “CLEC UNE Products” on BellSouth’s Interconnection Web site.

14.3.3 The provisioning of Network Elements, Combinations and Other Services to YMax’s Collocation Space will require cross-connections within the central office to connect the Network Element, Combinations or Other Services to the demarcation point associated with YMax’s Collocation Space. These cross-connects are separate components that are not considered a part of the Network Element, Combinations or Other Services and, thus, have a separate charge pursuant to this Agreement.

15. **Line Splitting**

15.1 Line splitting shall mean that YMax purchases a whole loop and provides the splitter to provide voice and data services through an arrangement with a third party CLEC, who is either the provider of data services (Data CLEC) or the provider of voice services (Voice CLEC), to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data CLEC are different carriers, with YMax being either the Voice CLEC or Data CLEC.

15.2 **Line Splitting – UNE-L.** In the event YMax provides its own switching or obtains switching from a third party, YMax may engage in line splitting arrangements with another CLEC using a splitter, provided by YMax, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

15.3 **Line Splitting – Loop and Port**

To the extent YMax is using a commingled arrangement that consists of an Unbundled Loop purchased pursuant to this Agreement and Local Switching provided by BellSouth pursuant to Section 271, BellSouth will permit YMax to utilize Line Splitting. BellSouth shall charge the applicable rates ordered by the Georgia Public Service Commission in its March 2, 2006 Letter Order in docket 14361-U.

- 15.4 YMax shall provide BellSouth with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where YMax will not provide voice and data services.
- 15.5 Provisioning Line Splitting and Splitter Space – Loop and Port
- 15.5.1 The Data LEC, Voice CLEC, or a third party may provide the splitter. When YMax or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.
- 15.5.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.
- 15.5.3 The foregoing procedures are applicable to migration from a loop and port arrangement to Line Splitting Service, including a Line splitting service that includes a commingled arrangement of Loop and unbundled local switching pursuant to Section 271.
- 15.6 CLEC Provided Splitter – Line Splitting – Loop and Port and UNE-L
- 15.6.1 YMax or its authorized agent may purchase, install and maintain central office POTS splitters in its collocation arrangements. YMax or its authorized agent may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 15.6.2 Any splitters installed by YMax or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. YMax or its authorized agent may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 15.7 Provisioning Line Splitting and Splitter Space – UNE-L
- 15.7.1 **YMax** provides the splitter when providing Line Splitting with UNE-L. When YMax or its authorized agent owns the splitter, Line Splitting requires the following: a loop from NID at the End User's location to the

serving wire center and terminating into a distribution frame or its equivalent.

15.8 Maintenance – Line Splitting – Loop and Port and UNE-L

15.8.1 BellSouth will be responsible for repairing troubles with the physical loop between the NID at the End User's premises and the termination point.

15.8.2 BellSouth must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

15.9 Indemnity

15.9.1 YMax shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, damages and costs incurred by BellSouth, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

16. Automatic Location Identification/Data Management System

16.1 911 and E911 Databases

16.1.1 BellSouth shall provide YMax with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

16.1.2 The ALI/DMS database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. YMax will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 16.3.1 below.

16.2 Technical Requirements

16.2.1 BellSouth's 911 database vendor shall provide YMax the capability of providing updates to the ALI/DMS database through a specified electronic interface. YMax shall contact BellSouth's 911 database vendor directly to request interface. YMax shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of YMax and BellSouth shall not be liable for the transactions between YMax and BellSouth's 911 database vendor.

16.2.2 It is YMax's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description

of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

- 16.2.3 YMax shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth's Interconnection Web site.
- 16.2.4 Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to YMax, as a new provider of local service to the End User. Stranded Unlocks are those End User records that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for YMax to assume responsibility for such records.
- 16.2.5 Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to YMax that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. YMax shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to YMax within two (2) months following the date of the Stranded Unlock report provided by BellSouth. YMax shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of YMax's records.
- 16.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.
 - 16.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate BellSouth 911 tandem.
 - 16.3.1.1 The database capability allows YMax to offer an E911 service to its PBX End Users that identifies to the PSAP the physical location of the YMax PBX 911 End User station telephone number for the 911 call that is placed by the End User.
 - 16.3.2 YMax may order either the database capability or the transport component as desired or YMax may order both components of the service.
 - 16.3.3 911 PBX Locate Database Capability. YMax's End User or YMax's End User's database management agent (DMA) must provide the End User PBX station telephone numbers and corresponding address and location data to BellSouth's 911 database vendor. The data will be loaded and maintained in BellSouth's ALI database.
 - 16.3.4 Ordering, provisioning, testing and maintenance shall be provided by YMax pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the BellSouth Interconnection Web site.

- 16.3.5 YMax's End User, or YMax's End User database management agent must provide ongoing updates to BellSouth's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of YMax to ensure that the End User or DMA maintain the data pertaining to each End User's extension managed by the 911 PBX Locate Service product. YMax should not submit telephone number updates for specific PBX station telephone numbers that are submitted by YMax's End User, or YMax's End User DMA under the terms of 911 PBX Locate product.
- 16.3.6 YMax must provision all PBX station numbers in the same LATA as the E911 tandem.
- 16.3.7 YMax agrees to release, indemnify, defend and hold harmless BellSouth from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by YMax's End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by YMax or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by BellSouth in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by BellSouth's gross negligence or wilful misconduct. YMax is responsible for assuring that its authorized End Users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to YMax's End User or DMA pursuant to these terms. Specifically, YMax's End User or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.
- 16.3.8 YMax may only use BellSouth PBX Locate Service solely for the purpose of validating and correcting 911 related data for YMax's End Users' telephone numbers for which it has direct management authority.
- 16.3.9 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires YMax to order a CAMA type dedicated trunk from YMax's End User premise to the appropriate BellSouth 911 tandem pursuant to the following provisions.
- 16.3.10 Except as otherwise set forth below, a minimum of two (2) End User specific, dedicated 911 trunks are required between the YMax's End User

premise and the BellSouth 911 tandem as described in BellSouth's Technical Reference (TR) 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the BellSouth Interconnection Web site. YMax is responsible for connectivity between the End User's PBX and YMax's switch or POP location. YMax will then order 911 trunks from their switch or POP location to the BellSouth 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a YMax purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). YMax is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the BellSouth 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN (PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

- 16.3.11 Ordering and Provisioning. YMax will submit an Access Service Request (ASR) to BellSouth to order a minimum of two (2) End User specific 911 trunks from its switch or POP location to the BellSouth 911 tandem.
 - 16.3.12 Testing and maintenance shall be provided by YMax pursuant to the 911 PBX Locate Marketing Service description that is located on the BellSouth Interconnection Web site.
 - 16.3.13 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by YMax pursuant to the terms and conditions set forth in Attachment 3.
17. Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). As defined in 47 C.F.R. 68.105(B), Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

- 17.1 In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide such FTTH and FTTC Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
18. A hybrid Loop is a local Loop, composed of both, fiber optic cable usually in the feeder plant and copper twisted wire or cable usually in the distribution plant. BellSouth shall provide YMax with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.
19. Routine Network Modifications
- 19.1 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 CFR 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. BellSouth shall make all routine network modifications to unbundled loop and transport facilities used by YMax at YMax's request where the requested loop and/or transport facility has already been constructed. BellSouth shall perform these routine network modifications to facilities in a non-discriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that BellSouth ordinarily attaches to a loop or transport facility to serve its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for YMax.

- 19.2 BellSouth shall perform routine network modifications pursuant to the existing non-recurring charges and recurring rates ordered by the state commission for the loop and transport facilities set forth in Exhibit A of Attachment 2 of the Agreement and not at an additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement except to the extent BellSouth demonstrates that such RNM were not anticipated in the setting of such intervals. If BellSouth believes that it has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit A of Attachment 2 of the Agreement, BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM at the existing recurring and non-recurring rates associated with the provision of the loop or transport facility. There may not be any double recovery or retroactive recovery of these costs.
20. Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by YMax. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will apply.
21. **EELs Audit provisions**
- 21.1 BellSouth may, on an annual basis audit YMax's records based on cause, in order to verify compliance with the high capacity EEL eligibility criteria. To invoke its limited right to audit, BellSouth will send a Notice of Audit to YMax stating its concern that YMax is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefore. Such Notice of Audit will be delivered to YMax no less than thirty (30) calendar days prior to the date upon which BellSouth seeks to commence an audit. BellSouth is not required to provide documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit.
- 21.2 The audit shall be conducted by a third party independent auditor, retained and paid for by BellSouth. BellSouth may select the independent auditor without the prior approval of YMax or the Commission. Challenges to the

independence of the auditor may be filed with the Commission only after the audit has been concluded. The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an “examination engagement” and issue an opinion regarding YMax’s compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor’s report will conclude whether YMax complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor.

- 21.3 To the extent the independent auditor’s report concludes that YMax failed to comply with the service eligibility criteria, YMax must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis.
- 21.4 To the extent the independent auditor’s report concludes that YMax failed to comply in all material respects with the service eligibility criteria, YMax shall reimburse BellSouth for the cost of the independent auditor. To the extent the independent auditor’s report concludes that YMax did comply in all material respects with the service eligibility criteria, BellSouth will reimburse YMax for its reasonable and demonstrable costs associated with the audit. YMax will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.
- 22. YMax shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.
- 23. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier’s switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops under Section 251, except to the extent that YMax may require Loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

24. Subloop Elements.

24.1 Where facilities permit, BellSouth shall offer access to its Unbundled Subloop (USL) elements as specified herein.

24.2 Unbundled Subloop Distribution (USLD)

24.2.1 The USLD facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. BellSouth will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

24.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

24.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

24.2.4 If YMax requests a UCSL and it is not available, YMax may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

24.2.5 USLD-INC is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises.

24.2.6 Upon request for USLD-INC from YMax, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in twenty five (25) pair

increments for YMax's use on this cross-connect panel. YMax will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

- 24.2.7 For access to Voice Grade USLD and UCSL, YMax shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. YMax's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 24.2.8 Through the SI process, BellSouth will determine whether access to USLs at the location requested by YMax is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet YMax's request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at BellSouth's Interconnection Web site:
www.interconnection.bellsouth.com/products/html/unec.html.
- 24.2.9 The site set-up must be completed before YMax can order Subloop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice YMax's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 24.2.10 Once the site set-up is complete, YMax will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when YMax requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by YMax for Subloop pairs, expedite charges will apply for intervals less than five (5) days.
- 24.2.11 USLs will be provided in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specifications.
- 24.3 Unbundled Network Terminating Wire (UNTW)
- 24.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 24.3.1.1 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the

property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.

24.3.2 Requirements

- 24.3.2.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 24.3.2.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 24.3.2.3 In existing MDUs and/or MTUs in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, and YMax does own or control such wiring, YMax will install UNTW Access Terminals for BellSouth under the same terms and conditions as BellSouth provides UNTW Access Terminals to YMax.
- 24.3.2.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate YMax for each pair activated commensurate to the price specified in YMax's Agreement.
- 24.3.2.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 24.3.2.6 Access Terminal installation intervals will be established on an individual case basis.
- 24.3.2.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that

such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 24.3.2.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 24.3.2.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 24.3.2.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 24.3.2.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

25. **271 Requirements**

- 25.1 This Section sets forth terms and conditions for de-listed network elements that BellSouth is required to offer pursuant to the Georgia Public Service Commission's Order in Docket No. 19341-U (Order) to YMax for

YMax's provision of Telecommunications Services in accordance with its obligations under Section 271 of the Act ("271").

- 25.1.1 To the extent DS1 and/or DS3 Loops, DS1 and/or DS3 Dedicated Transport and Multiplexing are not available elsewhere in the Agreement, these services will be made available pursuant to Section 271 of the Act at the rates set forth in Exhibit B to this Amendment.
- 25.2 271 Dark Fiber Loops, 271 DS1 and DS3 Entrance Facilities, and 271 Dark Fiber Transport Facilities are available at the rates, terms, and conditions set forth in the applicable BellSouth tariff.
- 25.3 Line Sharing
- 25.3.1 General. Line Sharing is defined as the process by which YMax provides digital subscriber line service ("xDSL") over the same copper Loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the Loop and YMax using the high frequency spectrum (as defined below) of the Loop.
- 25.3.2 Line Sharing arrangements in service as of October 1, 2003 will be billed at the rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 25.3.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 25.3.4 For Line Sharing arrangements placed on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be the full copper loop rate as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U.
- 25.3.5 As of October 2, 2006, the rates for Line Sharing arrangements shall be as set forth in Exhibit B of this Amendment.

- 25.3.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow YMax the ability to provide xDSL data services to the End User for which BellSouth provides voice services.
- 25.3.7 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. YMax shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.
- 25.3.8 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 25.3.9 BellSouth will provide Loop Modification to YMax on an existing Loop for Line Sharing in accordance with procedures as specified in Attachment 2 of this Agreement. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If YMax requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, YMax shall pay for the Loop to be restored to its original state.
- 25.3.10 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and YMax desires to continue providing xDSL service on such Loop, YMax or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which BellSouth no longer provides voice service to the End User and YMax purchases the full stand-alone Loop, YMax may elect the type of Loop it will purchase. YMax will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in

the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No.14361-U. In the event YMax purchases a voice grade Loop, YMax acknowledges that such Loop may not remain xDSL compatible.

- 25.3.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 25.3.12 Provisioning of Line Sharing and Splitter Space. BellSouth will provide YMax with access to the High Frequency Spectrum as follows:
- 25.3.12.1 To order High Frequency Spectrum on a particular Loop, YMax must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
- 25.3.12.2 YMax may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of YMax's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
- 25.3.12.3 Once a splitter is installed on behalf of YMax in a central office in which YMax is located, YMax shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and YMax shall pay the electronic or manual ordering charges, as set forth in Exhibit A of Attachment 2 of the Agreement, as applicable when YMax orders High Frequency Spectrum for End User service.
- 25.3.12.4 Once BellSouth has placed cross-connects on behalf of YMax to provide YMax access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, YMax may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of YMax's cable pairs or splitter ports after BellSouth has placed cross-connection to provide YMax access to the High Frequency Spectrum. BellSouth shall bill and YMax shall pay the Subsequent Activity charges as set forth in Exhibit A of this Amendment.
- 25.3.13 BellSouth Provided Splitter – Line Sharing. BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide YMax access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to YMax's xDSL equipment in YMax's collocation space. At least thirty (30) calendar days before

making a change in splitter suppliers, BellSouth will provide YMax with a carrier notification letter, informing YMax of change. YMax shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports.

- 25.3.14 BellSouth will install the splitter in (i) a common area close to YMax's collocation area, if possible; or (ii) in a BellSouth relay rack as close to YMax's DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for YMax on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified YMax DS0 at such time that a YMax End User's service is established.
- 25.3.15 CLEC Provided Splitter – Line Sharing. YMax may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. YMax may use such splitters to provide xDSL services to its End Users using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 25.3.16 Any splitters installed by YMax in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. YMax may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 25.3.17 Ordering – Line Sharing. YMax shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 25.3.18 BellSouth's Local Ordering Handbook (LOH) will provide YMax the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.
- 25.3.19 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Interconnection Web site.

- 25.3.20 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for YMax's data.
- 25.3.21 BellSouth will provide YMax access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and YMax shall pay the rates for such services, as described in Exhibit A of this Amendment.
- 25.3.22 Maintenance and Repair - Line Sharing. YMax shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. YMax may test from the collocation space, the Termination Point, or the NID. BellSouth will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. YMax will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.
- 25.3.23 YMax shall inform its End Users to direct data problems to YMax, unless both voice and data services are impaired, in which event YMax should direct the End Users to contact BellSouth. Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 25.3.24 If YMax reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, or BellSouth isolates the trouble to the physical collocation arrangement belonging to YMax, BellSouth will charge YMax for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit B of this Amendment.

271 ELEMENTS - Georgia											Attachment: 2 Exh B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
UNBUNDLED EXCHANGE ACCESS LOOP															
4-WIRE DS1 DIGITAL LOOP															
	271 - 4-Wire DS1 Digital Loop - Zone 1		1	USL	271UC	85.97	211.72	72.42	38.20	7.19					
	271 - 4-Wire DS1 Digital Loop - Zone 2		2	USL	271UC	81.27	211.72	72.42	38.20	7.19					
	271 - 4-Wire DS1 Digital Loop - Zone 3		3	USL	271UC	128.28	211.72	72.42	38.20	7.19					
COMMINGLING															
COMMINGLING (Loop as part of a multi-bandwidth commingling arrangement)															
	4-Wire DS1 Digital Loop - Zone 1					85.97	211.72	72.42	38.20	7.19					
	4-Wire DS1 Digital Loop - Zone 2					81.27	211.72	72.42	38.20	7.19					
	4-Wire DS1 Digital Loop - Zone 3					128.28	211.72	72.42	38.20	7.19					
LINE SHARING															
NOTE: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:															
NOTE 2: These line sharing rates are effective October 2, 2006															
LINE SHARING															
SPLITTERS-CENTRAL OFFICE BASED															
	Line Sharing Splitter, per System 96 Line Capacity w/o test jack (E:10/2/2006)			ULS	ULSDA	117.18	243.66	0.00	90.11	0.00					
	Line Sharing Splitter, per System 24 Line Capacity w/o test jack (E:10/2/2006)			ULS	ULSDB	29.30	243.66	0.00	90.11	0.00					
	Line Sharing Splitter, Per System, 8 Line Capacity w/o test jack (E:10/2/2006)			ULS	ULSD8	9.77	243.66	0.00	90.11	0.00					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING															
	Line Sharing - per Line Activation (BST Owned splitter) (E:10/2/2006)			ULS	ULSDT	6.50	24.53	0.00	12.26	0.00					
	Line Sharing - per Subsequent Activity per Line Rearrangement (BST Owned Splitter) (E:10/2/2006)			ULS	ULSDS		48.91	17.86	22.87	2.28					
Loop Modification															
	Unbundled Loop Modification -- Load Coil/Equipment Removal (E:10/2/2006)			ULS	ULM2L		29.97								
	Unbundled Loop Modification -- Bridged Tap Removal (E:10/2/2006)			ULS	ULMBT		68.11								
MAINTENANCE															
	No Trouble Found - per 1/2 hour increments - Basic						80.00	0.00							
	No Trouble Found - per 1/2 hour increments - Overtime						120.00	0.00							
	No Trouble Found - per 1/2 hour increments - Premium						160.00	0.00							
GA 271															
	DS1 Interoffice Channel Facility Termination (271 standalone)			U1TD1	271UA	44.04	110.92	80.20	31.33	21.71					
	DS1 Interoffice Channel per mile (271 standalone)			U1TD1	1L5UB	0.1417									
	DS3 Interoffice Channel Facility Termination (271 standalone)			U1TD3	271NA	440.53	320.16	86.24	66.71	52.76					
	DS3 Interoffice Channel per mile (271 standalone)			U1TD3	1L5NB	3.11									
	DS3 Local Loop Facility Termination (271 standalone)			UE3	271NC	323.53	1,751.51	131.77	112.80	75.81					
	DS3 Local Loop per mile (271 standalone)			UE3	1L5NG	13.47									
	DS1 Interoffice Channel Facility Termination (271 part combination)			UNC1X	271UA	44.04	110.92	80.20	31.33	21.71					
	DS1 Interoffice Channel per mile (271 part in combination)			UNC1X	1L5UB	0.1417									
	DS3 Interoffice Channel Facility Termination (271 part in combination)			UNC3X	271NA	440.53	320.16	86.24	66.71	52.76					
	DS3 Interoffice Channel per mile (271 part in combination)			UNC3X	1L5NB	3.11									
	DS3/DS1 Channel System (271 part in combination)			UNC3X	271BS	157.48	0.00	0.00	0.00	0.00					
	DS3 Local Loop Facility Termination (271 part in combination)			UNC3X	271NC	323.53	1,751.51	131.77	112.80	75.81					
	DS3 Local Loop per mile (271 part in combination)			UNC3X	1L5NG	13.47									
	DS1 Local Loop in combination (271 part in combination)		1	UNC1X	271UC	85.97	209.25	70.37	37.87	6.86					
	DS1 Local Loop in combination (271 part in combination)		2	UNC1X	271UC	81.27	209.25	70.37	37.87	6.86					
	DS1 Local Loop in combination (271 part in combination)		3	UNC1X	271UC	128.28	209.25	70.37	37.87	6.86					
	DS1 COCI (271 part in combination)			UNC1X	271UK	9.50	27.30	2.90	16.85	1.04					

Attachment 4
BellSouth Collocation

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BELLSOUTH COLLOCATION

1. Scope of Attachment

1.1 BellSouth Premises

1.1.1 The rates, terms and conditions contained within this Attachment shall only apply when YMax is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment includes BellSouth Central Offices, and Remote Terminals (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. Where not specified, the language in this Attachment applies to both Central Office and Remote Site Collocation.

1.1.2 Third Party Property. If the BellSouth Premises, or the property on which it is located, is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies YMax that BellSouth’s agreement with a third party does not grant BellSouth the ability to provide access and use rights to others, upon YMax’s request, BellSouth will use commercially reasonable efforts to obtain the owner’s consent and to otherwise secure such rights for YMax. YMax agrees to reimburse BellSouth for all costs incurred by BellSouth in obtaining such rights for YMax. In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, is unable to secure such access and use rights for YMax, YMax shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with YMax in obtaining such permission.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to YMax collocation on rates, terms and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow YMax to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by YMax and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.2.1 In all states other than Florida, the size specified by YMax may contemplate a request for space sufficient to accommodate YMax’s growth within a twenty-four (24) month period.

- 1.2.2.2 In the state of Florida, the size specified by YMax may contemplate a request for space sufficient to accommodate YMax's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall assign YMax Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate YMax's requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase YMax's cost or materially delay YMax's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service YMax wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.4 Transfer of Collocation Space
- 1.4.1 YMax shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the BellSouth Premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) YMax has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with YMax's sale of all or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.2 The responsibilities of YMax shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and YMax.
- 1.4.3 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.

1.5 Space Reclamation

- 1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. YMax will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth Premises is at, or near, space exhaustion and YMax cannot demonstrate that YMax will utilize the Collocation Space in the time frames set forth below in Section 1.5.3. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to YMax requesting that YMax release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in YMax's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, YMax shall either: (1) return the non-utilized Collocation Space to BellSouth in which case YMax shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date YMax accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, YMax shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning BellSouth's claim of space exhaust, or near exhaust, or YMax's refusal to return requested Collocation Space should be resolved by BellSouth and YMax pursuant to the dispute resolution language contained in the General Terms and Conditions.
- 1.6 Use of Space. YMax may only place in the Collocation Space equipment necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of Telecommunications Services, as specifically set forth in this Agreement. The Collocation Space assigned to YMax may not be used for any purposes other than as specifically described herein, including, but not limited to office space or a place of reporting for YMax's employees or certified suppliers.
- 1.7 Rates and Charges. YMax agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day,

Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- 1.9 Compliance. Subject to Section 24 of the General Terms and Conditions of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2 Optional Reports

- 2.1 Space Availability Report. Upon request from YMax and at YMax's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by YMax.

- 2.1.1 The request from YMax for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the NECA Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.

- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.

- 2.2 Remote Terminal Information. Upon request, BellSouth will provide YMax with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.2.1 BellSouth will provide this information within thirty (30) days of a YMax request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; and (ii) the information will only be provided for each serving wire center designated by YMax, up to a maximum of thirty (30) wire centers per YMax request per month

per state. BellSouth will bill the nonrecurring charge pursuant to the rates in Exhibit B at the time BellSouth sends the CD.

3 Collocation Options

3.1 Cageless Collocation. BellSouth shall allow YMax to collocate YMax's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow YMax to have direct access to YMax's equipment and facilities in accordance with Section 5.1.2 below. BellSouth shall make cageless collocation available in single bay increments. Except where YMax's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, YMax must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

3.2.1 BellSouth will make caged Collocation Space in Central Offices available in fifty (50) square foot increments. At YMax's option and expense, YMax will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, YMax and YMax's BellSouth Certified Supplier must comply with the more stringent local building code requirements. YMax's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at YMax's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for YMax's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. YMax's BellSouth Certified Supplier shall bill YMax directly for all work performed for YMax. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by YMax's BellSouth Certified Supplier. YMax must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access YMax's locked enclosure prior to notifying YMax at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to YMax's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for YMax.

3.2.2 In the event YMax's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review YMax's plans and

specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify YMax of its desire to conduct this review in BellSouth's Application Response, as defined herein, to YMax's Initial Application. If YMax's Initial Application does not indicate its desire to construct its own enclosure and YMax subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then YMax will resubmit its Initial Application, indicating its desire to construct its own enclosure. If YMax subsequently decides construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, YMax will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review YMax's plans and specifications, then BellSouth will provide notification to YMax within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of YMax's plans and specifications. Regardless of whether or not BellSouth elects to review YMax's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to YMax's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of YMax's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of YMax's caged Collocation Space, BellSouth shall require YMax, at YMax's expense, to remove or correct any structure that does not meet YMax's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

- 3.3.1 YMax may allow other telecommunications carriers to share YMax's caged Collocation Space, pursuant to the terms and conditions agreed to by YMax (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to YMax. BellSouth shall be notified in writing by YMax upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by YMax that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and YMax. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and YMax.
- 3.3.2 YMax, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this

Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide YMax with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, YMax shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 YMax shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of YMax's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by YMax or YMax's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, YMax shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.

3.4.2 If YMax requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, YMax must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, YMax and YMax's BellSouth Certified

Supplier shall comply with the more stringent local building code requirements. YMax's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. YMax's BellSouth Certified Supplier shall bill YMax directly for all work performed for YMax to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay such charges imposed by YMax's BellSouth Certified Supplier. YMax must provide the local BellSouth contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access YMax's locked enclosure prior to notifying YMax at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

- 3.4.3 YMax must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review YMax's plans and specifications prior to the construction of an Adjacent Arrangement to ensure YMax's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from YMax for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to YMax's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of YMax's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of YMax's Adjacent Arrangement, BellSouth shall require YMax, at YMax's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.
- 3.4.4 YMax shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At YMax's option and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at YMax's request and expense, BellSouth will provide Direct Current (DC) power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. YMax will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent

(50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. YMax's BellSouth Certified Supplier shall be responsible, at YMax's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

3.5.1 BellSouth will permit YMax to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth Premises (Direct Connect). YMax shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by YMax. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by YMax to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where YMax's physical/virtual Collocation Spaces are contiguous in the central office, YMax will have the option of using YMax's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. YMax will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. YMax may not self-provision a Direct Connect on any BellSouth distribution frame, Point of Termination (POT) Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. YMax is solely responsible for ensuring the integrity of the signal.

3.5.2 To place an order for a Direct Connect, YMax must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that BellSouth provides an Application Response to YMax.

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between YMax and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit YMax to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other

collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to YMax upon YMax's request for the CCXC. YMax is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

- 3.6.2 YMax must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by YMax. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. YMax shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by YMax to provision the CCXC to the other collocated telecommunications carrier. In those instances where YMax's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, YMax may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. YMax shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. YMax shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. YMax is solely responsible for ensuring the integrity of the signal.
- 3.6.3 To place an order for a CCXC, YMax must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to YMax.

4 Occupancy

- 4.1 Space Ready Notification. BellSouth will notify YMax in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. YMax will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from YMax's original or jointly amended application within

seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If YMax completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of YMax's acceptance of the Collocation Space (Space Acceptance Date). In the event YMax fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by YMax on the Space Ready Date and billing will commence from that date.

4.3 Early Space Acceptance. If YMax decides to occupy the Collocation Space prior to the Space Ready Date, the date YMax executes the Agreement for Customer Access and Acceptance to Unfinished Collocation Space is the date that will be deemed the Space Acceptance Date and billing will begin from that date.

4.4 Equipment Installation. YMax shall notify BellSouth in writing that its collocation equipment installation is complete. YMax's collocation equipment installation is complete when YMax's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to YMax's customers. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from YMax.

4.5 Termination of Occupancy.

4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, YMax may terminate its occupancy of a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that YMax and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that YMax signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and YMax jointly conduct an inspection, confirming that YMax has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B.

4.5.2 Upon termination of occupancy, YMax, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by YMax from the Collocation Space. YMax shall have thirty (30) days from the Bona Fide Firm

Order (BFFO) date (Termination Date) to complete such removal, including the removal of all equipment and facilities of YMax's Guest(s), unless YMax's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to YMax's Termination Date.

4.5.3 YMax shall continue the payment of all monthly recurring charges to BellSouth until the date YMax, and if applicable YMax's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If YMax or YMax's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of YMax or YMax's Guest(s), in any manner that BellSouth deems fit, at YMax's expense and with no liability whatsoever for YMax's property or YMax's Guest(s) property.

4.5.4 Upon termination of YMax's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. YMax shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by YMax, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. YMax's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. YMax shall be responsible for the cost of removing any YMax constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5 Use of Collocation Space

5.1 Equipment Type

5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of Telecommunications Services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of Telecommunications Services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.

5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used

exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: for Central Offices Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1 and for Remote Sites Criteria Level 3 requirements as outlined in the Telcordia Special report SR-3580, Issue 1. Upon request by YMax, BellSouth, at its discretion, may consent to the collocation of any equipment not meeting these standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on YMax's failure to comply with this Section.
- 5.1.4 At a Remote Site, all YMax equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.2 Terminations. YMax shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by YMax, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event YMax submits an application for terminations that will exceed the total capacity of the collocated equipment, YMax will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the Effective Date of this Agreement, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, YMax will,

no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34th Floor, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or to another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

- 5.4 No Marketing. YMax shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.
- 5.5 Equipment Identification. YMax shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of YMax's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify YMax's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities.
- 5.6.1 YMax may elect to place YMax-owned or YMax leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault for Central Offices, which is physically accessible by both Parties. For Central Offices, YMax will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. YMax will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to YMax's equipment in YMax's Collocation Space. In the event YMax utilizes a non-metallic, riser-type entrance facility, a splice will not be required. For Remote Terminals YMax will provide and place copper cable through conduit from the Remote Site Collocation Space to the feeder distribution interface. Such copper cable must be of sufficient length to reach the splice location for splicing by BellSouth. YMax must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. YMax is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of YMax's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.6.2 Central Office Microwave Transmission Facilities. At YMax's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.

- 5.6.3 Central Office Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia, BellSouth shall permit YMax to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where YMax demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which YMax's Collocation Space is located. In Florida, YMax must have approval by the Commission before it submits a request for copper entrance facilities. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point, unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities at a Central Office. BellSouth will provide at least two (2) interconnection points at each Central Office where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by YMax for dual entrance facilities to its physical Collocation Space, BellSouth shall provide YMax with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to YMax's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to YMax in the Application Response.
- 5.8 Shared Use
- 5.8.1 YMax may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to YMax's Collocation Space within the same BellSouth Premises.
- 5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. YMax must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the YMax-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If YMax desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from YMax authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on YMax's entrance facility.
- 5.9 Demarcation Point
- 5.9.1 In Tennessee, if YMax elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for

Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.

- 5.9.2 BellSouth will designate the point(s) of demarcation between YMax's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. YMax shall be responsible for providing the common block and cabling and YMax's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. YMax or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
- 5.10 Equipment and Facilities. YMax, or if required by this Attachment, YMax's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring and maintenance/repair of the equipment and network facilities used by YMax, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and POT connections. YMax and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564.
- 5.11 BellSouth's Access to Collocation Space
- 5.11.1 From time to time, BellSouth may require access to YMax's Collocation Space. BellSouth retains the right to access YMax's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to YMax at least forty-eight (48) hours before access to YMax's Collocation Space is required. YMax may elect to be present whenever BellSouth performs work in the YMax's Collocation Space. The Parties agree that YMax will not bear any of the expense associated with this type of work.
- 5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.
- 5.11.3 YMax must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.
- 5.12 YMax's Access
- 5.12.1 Pursuant to Section 12 below, YMax shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. YMax agrees to provide the

name, date of birth and either the social security number or driver's license number of each employee, supplier or agent of YMax or YMax's Guest(s) with YMax's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys) must be signed by YMax and returned to BellSouth Access Management within fifteen (15) days of YMax's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. YMax agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of YMax's employees, suppliers, agents or Guests after termination of the employment relationship, the contractual obligation with YMax ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. YMax shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.2 YMax must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date YMax desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, YMax may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event YMax desires access to its designated Collocation Space after the first accompanied free visit and YMax's access request form(s) has not been approved by BellSouth or YMax has not yet submitted an access request form to BellSouth, YMax shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at YMax's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. YMax must request that escorted access be provided by BellSouth to YMax's designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever YMax or its approved agent or supplier requires access to the entrance manhole.

- 5.13 Lost or Stolen Access Devices. YMax shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of YMax's employees, suppliers, agents or Guest(s) to return an Access Device(s), YMax shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

- 5.14.1 Notwithstanding any other provisions of this Attachment, YMax shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that (1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of YMax violates the provisions of this paragraph, BellSouth shall provide written notice to YMax, which shall direct YMax to cure the violation within forty-eight (48) hours of YMax's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if YMax fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to YMax's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to YMax prior to the taking of such action and BellSouth shall have no liability to YMax for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and YMax fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to YMax or, if subsequently necessary, the Commission must be

provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by YMax is significantly degrading the performance of other advanced services or traditional voice band services, YMax shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.15 Personalty and Its Removal. Facilities and equipment placed by YMax in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by YMax at any time. Any damage caused to the Collocation Space by YMax's employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by YMax at its sole expense. If YMax decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and YMax's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill YMax the Administrative Only Application Fee associated with the type of removal activity performed by YMax, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to YMax.
- 5.16 Alterations. Under no condition shall YMax or any person acting on behalf of YMax make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by YMax. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1 and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides YMax with an Application Response.
- 5.17 Central Office Janitorial Service. YMax shall be responsible for the general upkeep of its Collocation Space. YMax shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.
- 5.18 Upkeep of Remote Collocation Space. YMax shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. YMax shall be

responsible for removing any of YMax's debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6 Ordering and Preparation of Collocation Space

6.1 Initial Application. For YMax's or YMax's Guest's(s') initial equipment placement, YMax shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by YMax for Central Office or Remote Site Collocation, as applicable, and will be billed by BellSouth on the date BellSouth provides YMax with an Application Response.

6.1.1 For Remote Site Collocation, a request for additional space at a later date will require the submission of an Initial Application. The installation of additional shelves/equipment within an existing bay does not require an Initial Application.

6.2 Subsequent Application. In the event YMax or YMax's Guest(s) desires to modify its use of the Collocation Space in a Central Office after a BFFO, YMax shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by YMax in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.2.1 Subsequent Application Fees. The application fee paid by YMax for an Alteration in a Central Office shall be dependent upon the level of assessment needed to provide a complete Application Response for the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), and a virtual-to-physical conversion (in place). The Co-Carrier Cross Connect/Direct Connect Application Fee will apply when YMax submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Central

Office or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Central Office. In Florida and Tennessee, the Power Reconfiguration Only Application Fee will apply when YMax submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to YMax's physical Collocation Space in a Central Office. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides YMax with an Application Response.

6.3 Space Preferences. If YMax has previously requested and received a Space Availability Report for the BellSouth Premises, YMax may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate YMax's space preference(s), YMax may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides YMax with an Application Response.

6.4 Space Availability Notification

6.4.1 For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when YMax's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

6.4.2 If the amount of space requested is not available, BellSouth will notify YMax of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by YMax or space that is configured differently, no application fee will apply. If YMax decides to accept the available space, YMax must resubmit its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When YMax resubmits its application to accept the available space, BellSouth will bill YMax the appropriate application fee.

6.5 Denial of Application. If BellSouth notifies YMax that no space is available (Denial of Application), BellSouth will not assess an application fee to YMax. After notifying YMax that BellSouth has no available space in the requested

BellSouth Premises, BellSouth will allow YMax, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.

- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit YMax to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.7 Waiting List

- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.

- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

- 6.7.3 When physical Collocation Space becomes available, YMax must submit an updated, complete and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If YMax has originally requested caged Collocation Space and cageless Collocation Space becomes available, YMax may refuse such space and notify BellSouth in writing, within

the thirty (30) day timeframe referenced above, that YMax wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.

- 6.7.4 YMax may accept an amount of space less than what it originally requested by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If YMax does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove YMax from the waiting list. Upon request, BellSouth will advise YMax as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable YMax to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable YMax to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee and any other applicable space preparation fees, as described in Section 8 below. When YMax submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application after BellSouth has provided the Application Response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact

Information, whether at the request of YMax or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge YMax the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.

6.11 Bona Fide Firm Order

- 6.11.1 YMax shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to YMax's Bona Fide application or YMax's application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of YMax's BFFO. BellSouth will acknowledge the receipt of YMax's BFFO within seven (7) days of receipt, so that YMax will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7 Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by YMax. If additional space has been requested by YMax, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and YMax cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the

Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

7.1.3 Records Only Change. When YMax adds equipment, that was originally included on YMax's Initial Application or a Subsequent Application, and the installation of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.

7.1.4 For Central Offices in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to YMax, when YMax requests an Alteration specifically identified in Sections 7.1.4.1 through 7.1.4.9 below as an "Augment". Except as otherwise set forth in Section 7.1.4.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by YMax. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to YMax.

7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:

- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
- Fuse Change and/or Increase or Decrease -48 Volt (-48V) DC Power

7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:

- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

- 99 Fiber terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)

7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
- Installation of Cable Racking or Other Support Structure, as Required, to Support CCXCs (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection structure for Fiber Patch Cord is Excluded)

7.1.4.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. All requests for additional Physical Collocation Space (caged or cageless) are included in this category.

7.1.4.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.

7.1.4.6 If YMax submits an Augment that includes two (2) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2 or 7.1.4.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).

7.1.4.7 If YMax submits an Augment that includes three (3) Augment items from the same category in either Sections 7.1.4.1, 7.1.4.2, or 7.1.4.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).

- 7.1.4.8 If YMax submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by YMax and BellSouth. If YMax and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.1.4.4 and Section 7.1.4.5 above, would apply based on whether the Augment is for YMax's physical or virtual Collocation Space.
- 7.1.4.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If YMax requests multiple items from different Augment categories, BellSouth will bill YMax the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to YMax at the time BellSouth provides YMax with the Application Response. YMax will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and YMax will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Central Office Circuit Facility Assignments
- 7.4.1 Unless otherwise specified, BellSouth will provide Circuit Facility Assignments (CFAs) to YMax prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which YMax has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to YMax prior to the Provisioning Interval for those BellSouth Premises in which YMax has physical Collocation

Space with a POT bay provided by YMax or virtual Collocation Space, until YMax has provided BellSouth with the following information:

- 7.4.1.1 For physical Central Office Collocation Space with a YMax-provided POT bay, YMax shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.; or
- 7.4.1.2 For virtual Central Office Collocation Space, YMax shall provide BellSouth with a complete layout of YMax's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by YMax's BellSouth Certified Supplier.
- 7.4.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from YMax. If the EIU form is provided within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.
- 7.4.3 BellSouth will bill YMax a nonrecurring charge, as set forth in Exhibit B, each time YMax requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to YMax.
- 7.5 Use of BellSouth Certified Supplier. YMax shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. YMax, if a BellSouth Certified Supplier or YMax's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572 and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, YMax must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide YMax with a list of BellSouth Certified Suppliers, upon request. YMax, if a BellSouth Certified Supplier, or YMax's BellSouth Certified Supplier(s) shall be responsible for installing YMax's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and YMax upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by YMax, the BellSouth Certified Supplier shall bill YMax directly for all work performed for YMax pursuant to this Attachment. BellSouth shall have no liability for nor responsibility to pay, such charges imposed by YMax's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to YMax or any supplier proposed by YMax and will not unreasonably withhold certification. All work performed by or for YMax shall conform to generally accepted industry standards.

- 7.6 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. YMax shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service YMax's Collocation Space. Upon request, BellSouth will provide YMax with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by YMax. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.7 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Central Office due to technical reasons or space limitations and physical Collocation Space has subsequently become available, YMax may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Central Office requested by YMax, such information will be provided to YMax in BellSouth's written denial of physical Collocation Space. YMax must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.
- 7.7.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.
- 7.8 Virtual to Physical Conversion (In-Place)
- 7.8.1 Virtual collocation arrangements in Central Offices may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill YMax an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to YMax.
- 7.8.2 In Alabama and Tennessee, BellSouth will complete virtual to physical

conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.8.1 above.

- 7.9 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, YMax cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if YMax cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, YMax will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of YMax up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if YMax cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill YMax for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.10 Licenses. YMax, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8 Rates and Charges**
- 8.1 Rates. YMax agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.1.1 In Tennessee, if YMax elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 8.1.2 Should YMax elect to transition to the TRA Option after the execution of this Agreement, YMax shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.
- 8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to YMax or on YMax's next scheduled monthly billing statement.
- 8.3 Recurring Charges
- 8.3.1 If YMax has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.2 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event YMax fails to complete an acceptance walk

through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If YMax occupies the space prior to the Space Ready Date, the date YMax occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in YMax's next billing cycle and will include any prorated charges for the period from YMax's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

- 8.3.2 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by YMax on YMax's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.3 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any YMax collocation arrangement, to verify that the total number of fused amps of power capacity installed by YMax's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by YMax on YMax's Initial Application and all Subsequent Applications. If BellSouth determines that YMax's BellSouth Certified Supplier has installed more DC capacity than YMax requested on its Initial Application and all Subsequent Applications, BellSouth shall notify YMax in writing of such discrepancy and shall assess YMax for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise YMax's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to YMax or on YMax's next scheduled monthly billing statement, if YMax's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty (30) days of BellSouth's confirmation of YMax's BFFO or on YMax's next scheduled monthly billing statement.
- 8.5 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, YMax shall remit the payment of the nonrecurring Firm Order

Processing Fee coincident with the submission of YMax's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.

8.6 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to YMax's Collocation Space for the operation of YMax's equipment. For caged physical Collocation Space, YMax shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, YMax shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event YMax's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, YMax shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

8.7 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power YMax's equipment. YMax shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.

8.8 Power

8.8.1 In a Central Office BellSouth shall make available -48V DC power for YMax's Collocation Space at a BellSouth BDFB. When obtaining DC power from a BellSouth BDFB, YMax's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by YMax's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by YMax on

YMax's Initial Application and any Subsequent Applications. YMax is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in YMax's Collocation Space. The BellSouth Certified Supplier contracted by YMax must provide BellSouth with a copy of the engineering power specifications prior to the day on which YMax's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and YMax's Collocation Space. YMax shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable YMax's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within YMax's Collocation Space, power cable feeds and terminations of the power cabling. YMax and YMax's BellSouth Certified Supplier shall comply with all applicable NEC, BellSouth TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

- 8.8.1.1 At a Remote Site, BellSouth shall make available -48V DC power for YMax's Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.7 above. If the power requirements for YMax's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.8.2 In Florida Central Offices only, subject to technical feasibility, commercial availability and safety limitations, BellSouth will permit YMax to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, YMax may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.
- 8.8.3 BellSouth will revise YMax's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when YMax submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If YMax's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, YMax's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, BellSouth TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 and 8.7.1 above. YMax's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.

- 8.8.4 BellSouth will revise YMax's Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from YMax, certifying the completion of the power reduction work, including the removal of any associated power cabling by YMax's BellSouth Certified Supplier. Notwithstanding the foregoing, if YMax's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by YMax's BellSouth Certified Supplier and YMax shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.8.5 If YMax requests an increase or a reduction in the amount of power that BellSouth is currently providing in a Central Office, YMax must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to YMax's Subsequent Application.
- 8.8.5.1 In Central Offices in Alabama and Louisiana, if YMax has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, YMax must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, YMax will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.8.6 If YMax elects to install its own DC Power Plant, BellSouth shall provide AC power to feed YMax's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by YMax's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. YMax's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At YMax's option, YMax may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

- 8.8.7 YMax shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within YMax's arrangement and terminations of cable within the Collocation Space.
- 8.8.8 Fused Amp Billing. In all states, except as otherwise set forth in this Agreement, BellSouth shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following:
- For power provisioned from a BDFB. The number of fused amps requested by YMax on its collocation application for power that is being provisioned from a BellSouth BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten (10) fused amps is required.
- For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.
- 8.8.9 Florida Power Usage Option
- 8.8.9.1 In Central Offices in Florida only, YMax may request that -48 DC power provisioned by BellSouth to YMax's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If YMax desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by YMax to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power YMax requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on YMax's Initial Application or Subsequent Application. BellSouth shall allow YMax at YMax's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by YMax. BellSouth is not required to build its central office power infrastructure to meet YMax's forecasted DC power demand. YMax must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement YMax converts to the FL Option or for any new collocation arrangements YMax establishes under the FL Option.
- 8.8.9.2 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of YMax's power usage under the FL Option for a specific collocation

arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by YMax's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by YMax for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust YMax's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.

- 8.8.9.3 BellSouth shall assess YMax a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. YMax shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by YMax. The requested change in DC power usage will be reflected in YMax's next scheduled monthly billing cycle.
- 8.8.10 Tennessee Caged Collocation Power Usage Metering Option. In Central Offices in Tennessee only, YMax may request that DC power provisioned by BellSouth to YMax's caged Collocation Space be assessed pursuant to the orders entered by the Tennessee Regulatory Authority in Dockets 97-01262, 99-00430, and 00-00544 for Collocation for Tennessee. By electing the TRA Option, <customer short name> accepts the TRA rates, terms and conditions of Exhibit C in their entirety in conjunction with the other terms and conditions of Attachment 4.
- 8.8.11 In Alabama and Louisiana, YMax has the option to purchase power directly from an electric utility company. Under such option, YMax is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by YMax. YMax's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If YMax currently has power supplied by BellSouth, YMax may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by YMax in provisioning said power will be billed by BellSouth on an ICB basis.
- 8.8.12 In South Carolina, YMax has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, YMax is responsible for contracting with the electric utility company for its own power feed and meter,

and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by YMax. YMax's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as BellSouth is required to comply with these codes. YMax must submit an application to BellSouth for the appropriate amount of Collocation Space that YMax requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of YMax's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. YMax shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. YMax would have the option to order its power needs directly from BellSouth.

- 8.9 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of YMax's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.10 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to YMax in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of YMax's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of YMax's BFFO. All charges will be assessed the rates set forth in Exhibit B.
- 8.11 Security Escort. After YMax has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to YMax's completion of the BellSouth

Security Training requirements, contained in Section 12 below, a security escort will be required when YMax's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and YMax shall pay for such half-hour charges in the event YMax's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.12 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9 Insurance

- 9.1 YMax shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 YMax shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of YMax's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 YMax may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to YMax, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by YMax shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to

BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of YMax's property has been removed from BellSouth's Premises, whichever period is longer. If YMax fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from YMax.

- 9.5 YMax shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. YMax shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from YMax's insurance company. YMax shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn: Rick Management Office – Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, GA 30375

- 9.6 YMax must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self Insurance. If YMax's net worth exceeds five hundred million dollars (\$500,000,000), YMax may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. YMax shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to YMax in the event that self-insurance status is not granted to YMax. If BellSouth approves YMax for self-insurance, YMax shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of YMax's corporate officers. The ability to self-insure shall continue so long as YMax meets all of the requirements of this Section. If YMax subsequently no longer satisfies the requirements of this Section, YMax is required to purchase insurance as indicated by Section 9.2 above.

- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to YMax to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10 Mechanics Lien

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or YMax), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11 Inspections

- 11.1 BellSouth may conduct an inspection of YMax's equipment and facilities in YMax's Collocation Space(s) prior to the activation of facilities and/or services between YMax's equipment and equipment of BellSouth. BellSouth may conduct an inspection if YMax adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide YMax with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12 Security and Safety Requirements

- 12.1 Unless otherwise specified, YMax will be required, at its own expense, to conduct a statewide investigation of criminal history records for each YMax employee hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the YMax employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. YMax shall not be required to perform this investigation if an affiliated company of YMax has performed an investigation of the YMax employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if YMax has performed a pre-employment statewide investigation of criminal history records of the YMax employee for the states/counties where the YMax employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 YMax will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site, www.interconnection.bellsouth.com/guides.
- 12.3 YMax shall provide its employees and agents with picture identification, which must be worn and visible at all times while in YMax's Collocation Space or other

areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and YMax's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of YMax not possessing identification issued by YMax or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. YMax shall hold BellSouth harmless for any damages resulting from such removal of YMax's personnel from a BellSouth Premises. YMax shall be solely responsible for ensuring that any Guest(s) of YMax is in compliance with all subsections of this Section.

- 12.4 YMax shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. YMax shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of YMax's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event YMax chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, YMax may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 YMax shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 YMax shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each YMax employee or agent hired by YMax within the last five (5) years, who requires access to a BellSouth Premises to perform work in YMax Collocation Space(s), YMax shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, YMax will disclose the nature of the convictions to BellSouth at that time. In the alternative, YMax may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other YMax employees requiring access to a BellSouth Premises pursuant to this Attachment, YMax shall furnish BellSouth, prior to an employee gaining

such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, YMax shall promptly remove from the BellSouth Premises any employee of YMax that BellSouth does not wish to grant access to a BellSouth Premises: 1) pursuant to any investigation conducted by BellSouth, or 2) prior to the initiation of an investigation if an employee of YMax is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview YMax's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to YMax's Security representative of such interview. YMax and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving YMax's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill YMax for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that YMax's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill YMax for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of YMax's employees, agents, suppliers, or Guests and where YMax agrees, in good faith, with the results of such investigation. YMax shall notify BellSouth in writing immediately in the event that YMax discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. YMax shall hold BellSouth harmless for any damages resulting from such removal of YMax's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13 Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for YMax's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for YMax's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to YMax, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. YMax may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If YMax's acceleration of the project increases the cost of the project, then those additional charges will be incurred at YMax's expense. Where allowed and where practical, YMax may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, YMax shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for YMax's permitted use, until such Collocation Space is fully repaired and restored and YMax's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where YMax has placed an Adjacent Arrangement pursuant to Section 3.4 above, YMax shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14 Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as

may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and YMax shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15

Nonexclusivity

15.1

YMax understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. General Principles

- 1.1 Compliance with Applicable Law. BellSouth and YMax agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Healthy Act (OSHA) regulations issued under the OSHA of 1970, as amended and National Fire Protection Association (NFPA), NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and YMax shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. YMax should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for YMax to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. YMax will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by YMax when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the YMax space with proper notification. BellSouth reserves the right to stop any YMax work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by YMax are owned by and considered the property of YMax. YMax will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without

prior written BellSouth approval, no substantial new safety or environmental hazards can be created by YMax or different hazardous materials used by YMax at a BellSouth Premises. YMax must demonstrate adequate emergency response capabilities for the materials used by YMax or remaining at a BellSouth Premises.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by YMax to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and YMax will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and YMax will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, YMax must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and YMax shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. Categories for Consideration of Environmental Issues

2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, YMax agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. YMax further agrees to cooperate with BellSouth to ensure that YMax's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by YMax, its employees, agents, suppliers, and/or Guests.

2.2 The most current version of the reference documentation must be requested from YMax's BellSouth Regional Contract Manager (RCM).

Environmental Categories	Environmental Issues	Addressed By The Following Documentation
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state and federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)

Janitorial service	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 for questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. Definitions

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. OSHA hazard communications standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a BellSouth Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4.

Acronyms

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC – Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET – Environmental Vendor Evaluation Team

GU-BTEN-001BT – BellSouth Environmental Methods and Procedures

NESC – National Electrical Safety Codes

P&SM – Property & Services Management

Std T&C – Standard Terms & Conditions